

AGENDA



Garden Grove City
Council

Tuesday, July 12, 2016

6:30 PM

Community Meeting
Center, 11300 Stanford
Avenue, Garden Grove,
CA 92840

Bao Nguyen
Mayor

Steven R. Jones
Mayor Pro Tem

Christopher V. Phan
Council Member

Phat Bui
Council Member

Kris Beard
Council Member

Meeting Assistance: Any person requiring auxiliary aids and services, due to a disability, to address the City Council, should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: 714) 741-5040.

Agenda Item Descriptions: Are intended to give a brief, general description of the item. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

Documents/Writings: Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Council Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the City Council meeting agenda; and (3) at the Council Chamber at the time of the meeting.

Public Comments: Members of the public desiring to address the City Council are requested to complete a **pink speaker card** indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the City Clerk prior to the start of the meeting. General comments are made during "Oral Communications" and should be limited to matters under consideration and/or what the City Council has jurisdiction over. Persons wishing to address the City Council regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

Manner of Addressing the City Council: After being called by the Mayor, you may approach the podium, it is requested that you state your name for the record, and proceed to address the City Council. All remarks and questions should be addressed to the City Council as a whole and not to individual Council Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the City Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council any further during that meeting.

Time Limitation: Speakers must limit remarks for a total of (5) five minutes. When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the City Council's discretion, a limit on the total amount of time for public comments during Oral

Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

Open Session

ROLL CALL: COUNCIL MEMBER BEARD, COUNCIL MEMBER BUI, COUNCIL MEMBER PHAN, MAYOR PRO TEM JONES, MAYOR NGUYEN

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

1. PRESENTATIONS

- 1.a. Presentation of an Award by the Municipal Water District of Orange County Director Larry Dick recognizing the City's state mandated conservation efforts.

2. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)

3. WRITTEN COMMUNICATIONS

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

4. CONSENT ITEMS

(Consent Items will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Council Member.)

- 4.a. Joint Item with the Housing Authority: Approval of an amendment to the Subrecipient Agreement between the City of Garden Grove and the Garden Grove Housing Authority for the administration of a Tenant Based Rental Assistance Program. *(Action Item)*
- 4.b. A Proclamation for the Dedication of the Pat Halberstadt Family Campus. *(Action Item)*
- 4.c. Authorize the Issuance of a Purchase Order to Fairview Ford for one (1) 6-wheel dump truck. (Cost: \$59,946.18) *(Action Item)*
- 4.d. Approval of an Agreement with the Roman Catholic Diocese of Orange for a 5K Event scheduled for September 18, 2016.

(Action Item)

4.e. Award of Contract to Titan Consolidated Industries, Inc., for demolition at 12511, 12531, 12551, 12571 Twintree Lane, 12222, 12252, 12262, 12272, 12292, and 12302 Harbor Boulevard, Garden Grove. (Cost: \$135,000) *(Action Item)*

4.f. Approval of Warrants. *(Action Item)*

4.g. Approval to waive full reading of Ordinances listed. *(Action Item)*

5. PUBLIC HEARINGS

(Motion to approve will include adoption of each Resolution unless otherwise stated.)

6. COMMISSION/COMMITTEE MATTERS

6.a. Letter of Resignation from Tanya Tra, Main Street Commissioner. *(Action Item)*

7. ITEMS FOR CONSIDERATION

8. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

8.a. Ordinance No. 2867 presented for second reading and adoption entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING PROGRAM; AND ADOPTING DEVELOPMENT AGREEMENT NO. DA-002-2016 BETWEEN TONY LAM AND JENNIE DO (DEVELOPERS), AND THE CITY OF GARDEN GROVE. *(Action Item)*

8.b. Ordinance No. 2868 presented for second reading and adoption entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING THE AMOUNT OF MONEY FOR PARAMEDIC SERVICES THAT MUST BE RAISED BY AN AD VALOREM TAX OVERRIDE AND THE SETTING OF THE TAX RATE OF SAID OVERRIDE. *(Action Item)*

9. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

9.a. Discuss and consider a tax measure for medical marijuana and termination of the Medical Marijuana Regulation Task Force. *(Action Item)*

10. ADJOURNMENT

The next Regular City Council Meeting will be held on Tuesday, August 9, 2016, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, CA.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Presentation of an Award by the Municipal Water District of Orange County Director Larry Dick recognizing the City's state mandated conservation efforts.		
Date:	7/12/2016		

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Joint Item with the Housing Authority: Approval of an amendment to the Subrecipient Agreement between the City of Garden Grove and the Garden Grove Housing Authority for the administration of a Tenant Based Rental Assistance Program. (<i>Action Item</i>)		
		Date:	7/12/2016

OBJECTIVE

The purpose of this memorandum is to request that the City Council (the "City") consider and approve an Amendment to the Subrecipient Agreement (the "Agreement") between the City and the Garden Grove Housing Authority (the "Authority") for the administration of a Tenant Based Rental Assistance Program ("TBRA").

BACKGROUND

The City receives an annual HOME Investment Partnership (HOME) grant from the U.S. Department of Housing and Urban Development (HUD). On April 12, 2016, the City Council approved the 2016-17 Annual Action Plan which, among other actions, allocates HOME funds to the Authority for the purpose of providing a TBRA program to qualified very low- and extremely low-income residents.

DISCUSSION

This Amendment will allow the City to continue to contract with the Authority as a sub-recipient to operate a TBRA Program for the next two years, allocate \$787,335 in HOME funds for the program and provide a tenant selection preference to Garden Grove households who may be displaced through an action of the City or the Authority. The TBRA program is modeled after the Section 8 Housing Choice Voucher Program. The City's TBRA program will subsidize the difference between 30 percent

of the household's adjusted monthly income and the City established rent limit. Tenant selection will be based upon very low- and extremely low-income Garden Grove households, which is a high priority need population who are in jeopardy of losing their housing. Like the Section 8 program, the Housing Authority will make payments directly to property owners on behalf of eligible families annually. In order for the Authority to administer the TBRA program on behalf of the City, HUD requires both City and Authority enter into a Subrecipient Agreement.

FINANCIAL IMPACT

The Subrecipient Agreement will have no impact on the General Fund. Funding the TBRA program will come from the City's Federal HOME funds and will not impact any other planned activities or projects.

RECOMMENDATION

Staff recommends that the City Council:

- Approve the Amendment to the Subrecipient Agreement between the City and Authority for the administration of a Tenant Based Rental Assistance Program; and
- Authorize the City Manager to execute the Amendment and any pertinent documents to effectuate the Amendment, and to make minor modifications as appropriate.

By: Allison Mills, Neighborhood Improvement Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Amendment	6/30/2016	Cover Memo	GG-HA_HOME_PROGRAM_SUBRECIPIENT_AGREEMENT_AMENDMENT.docx
Executed Agreement	6/30/2016	Cover Memo	Executed_Home_Investment_Partnership_Program_Subrecipient_Agreement_(1).pdf

**AMENDMENT NO. 1
TO
HOME INVESTMENT PARTNERSHIPS PROGRAM
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF GARDEN GROVE
AND
THE GARDEN GROVE HOUSING AUTHORITY**

This Amendment No. 1 to HOME Investment Partnership Program Subrecipient Agreement ("Amendment No. 1") is made and entered into by and between the **CITY OF GARDEN GROVE** ("CITY") and **GARDEN GROVE HOUSING AUTHORITY** ("AUTHORITY").

WHEREAS, CITY and AUTHORITY previously entered into that certain HOME Investment Partnership Program Subrecipient Agreement effective January 1, 2014 through June 30, 2016 (the "Original Agreement"); and

WHEREAS, CITY and AUTHORITY wish to extend the term of the Original Agreement and provide for a selection preference to Garden Grove households who may be displaced through an action of the City.

Now, therefore, it is mutually agreed, by and between the parties as follows:

1. Term. The term of the Original Agreement is hereby extended from July 1, 2016 through June 30, 2018.
2. Services to be Provided. Section 2.1 of the Original Agreement is hereby amended to add a subsection (3) to read,

 "Tenant Selection Preference. Garden Grove households who may be displaced through an action of the CITY or AUTHORITY shall have a preference in tenant selection."- 3. Compensation. The compensation and not-to-exceed amount in Sections 3.1 and 3.2 is hereby set at \$787,335 for the term extension provided for under this Amendment No. 1.
- 4. Except as expressly amended hereby, all terms of the Original Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed by their respective officers duly authorized on the dates set forth below.

“CITY”

CITY OF GARDEN GROVE

By: _____
Scott C. Stiles, City Manager

Date: _____

“AUTHORITY”

**GARDEN GROVE HOUSING
AUTHORITY**

By: _____
Scott C. Stiles, Executive Director

Date: _____

ATTESTED

City Clerk

Date: _____

APPROVED AS TO FORM

City Attorney

Date: _____

AGREEMENT BIBLIOGRAPHY

Agreement With:	Housing Authority
Agreement Type:	Home Investment Partnership Program Subrecipient Agreement
Date Approved:	02 25 2014
Start Date:	01 01 2014
End Date:	06 30 2016
Contract Amount:	N/A
Comments:	Neighborhood Improvement
Insurance Expiration:	N/A
Date Archived:	ARCHIVED 09/17/2014

**HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF GARDEN GROVE
AND
GARDEN GROVE HOUSING AUTHORITY**

This Agreement is made and entered into this 1st day of July, 2013, by and between the CITY OF GARDEN GROVE, a municipal corporation of the State of California, hereinafter referred to as "CITY," and GARDEN GROVE HOUSING AUTHORITY, a municipal corporation under the laws of the State of California, hereinafter referred to as "SUBRECIPIENT."

RECITALS

The following recitals are a substantive part of this Agreement:

1. The CITY has applied for and received funds from the U.S. Department of Housing and Urban Development (HUD) under title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 et seq.;
2. The CITY has as a HOME Investment Partnerships (HOME) participating jurisdiction made the certification about inclusion in its Consolidated Plan of using HOME funds for tenant-based rental assistance in accordance with 24 CFR 91.225(d)(1), 91.325(d)(1), or 91.425(a)(2)(i), and has specified local market conditions that lead to the choice of this option.
3. The CITY wishes to engage the SUBRECIPIENT to operate the HOME Tenant Based Rental Assistance Program to provide rental housing assistance payments to low income families ("PROJECT"); and
4. The provision of this service is an eligible expenditure of available HOME funds of CITY as a Tenant Based Rental Assistance activity that helps the City to provide rental housing payments for low-income families under the requirements found at 24 CFR 92.209.

AGREEMENT

The parties mutually agree as follows:

1. **Term of Agreement.** This Agreement shall cover services rendered from January 1, 2014 until June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the SUBRECIPIENT remains in control of HOME funds or other assets, including program income.
2. **Services to be Provided.** The SUBRECIPIENT is to perform all the services

("SERVICES") set forth in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by this reference. The Scope of Services includes the following components:

2.1 Activities. The SUBRECIPIENT will be responsible for administering the PROJECT with Fiscal 2013-14 HOME Program funds to Garden Grove residents in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds.

1) Program Delivery. The Scope of Services includes a complete description of each activity eligible under the HOME Program, the products or services to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

2) General Administration. A description of the SUBRECIPIENT's general administrative services to be performed in support of the activities noted in the Scope of Services, including a schedule for the completion of these services and goals shall be included in the Project Description. The PROJECT will include activities eligible under the HOME Program.

2.2 Level of Accomplishment-Goals and Performance Measures. The Scope of Services is to include measurements for each activity per quarter and year-to-date.

2.3 Performance Monitoring. The CITY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by the CITY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

3. **Compensation.** SUBRECIPIENT shall be compensated as follows:

3.1 Amount. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed TWO MILLION FIVE HUNDRED THOUSAND Dollars (\$2,500,000). Payment shall be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standard specified in 24 CFR 84.21.

3.2 Not Exceed. Compensation under this Agreement shall not exceed \$2,500,000. If the cost of providing the SERVICES exceeds \$2,500,000, the SUBRECIPIENT shall be responsible for all additional costs. If the cost of services provided is less than \$2,500,000, the CITY shall retain all unused funds.

3.3 Budget. Draw downs for the payment of eligible expenses shall be made against the line item budgets specified in the Project Budget, Exhibit A herein, and in accordance with the payment procedures set forth in Section 5.3 of this Agreement.

4. **General Conditions**. During the performance of this Agreement, the SUBRECIPIENT agrees as follows:

4.1 General Compliance. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 92 (the U.S. Housing and Urban Development regulations concerning HOME Investment Partnerships Program (HOME)) including subpart K of these regulations, except that (1) the SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 92.352 and (2) the SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

4.2. Notices. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Address of CITY is as follows:

City of GARDEN GROVE
Attn: Susan Emery
Community Development Department
11222 Acacia Parkway
Garden Grove, CA 92840

With One (1) Copy to:

City of Garden Grove
Attn: City Attorney
City Attorney's Office
11222 Acacia Parkway
Garden Grove, CA 92840

Address of SUBRECIPIENT:

Garden Grove Housing Authority
11277 Garden Grove Blvd, Suite 101-C
Garden Grove, CA 92840

4.3. Independent Contractor. Nothing contained in this Agreement is intended to,

or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. All persons employed for the performance of services and functions hereunder shall be officers, agents, or employees (including volunteers) of the SUBRECIPIENT and shall not be deemed to be those of the CITY; no CITY officer, agent, or employee shall be under control or supervision of the SUBRECIPIENT, and no SUBRECIPIENT officers, agents or employees (including volunteers), shall have any entitlement to wages, pension, civil service, or any status or rights with the CITY. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

- 4.4. Hold Harmless. SUBRECIPIENT agrees to protect, defend, and hold harmless the CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by the SUBRECIPIENT, the SUBRECIPIENT'S agents, officers, employees, subcontractors, or independent contractors hired by the SUBRECIPIENT. The only exception to the SUBRECIPIENT'S responsibility to protect, defend, and hold harmless the CITY, is due to the sole negligence of the CITY, or any of its elective or appointive boards, officers, agents, or employees. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the SUBRECIPIENT.
- 4.5. Workers' Compensation. For the duration of this Agreement, the SUBRECIPIENT and all subcontractors, consultants, and agents shall maintain Workers' Compensation Insurance in the amount and type required by law California Law, if applicable.
- 4.6. Insurance. The SUBRECIPIENT is a Division of the CITY and is insured by the CITY.
- 4.7. City Recognition. The SUBRECIPIENT shall insure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

- 4.8. Amendments. The CITY or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the CITY's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both CITY and SUBRECIPIENT.

- 4.9. Suspension or Termination. In accordance with 24 CFR 85.43, the CITY may suspend or terminate this Agreement if the SUBRECIPIENT materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- B. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Ineffective or improper use of funds provided under this Agreement; or
- D. Submission by the SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this agreement may also be terminated for convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

5. Administrative Requirements.

- 5.1. Financial Management.

- A. Accounting Standards. The SUBRECIPIENT agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- B. Cost Principles. The SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5.2. Documentation and Record Keeping.

- A. Records to be Maintained. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - 1) A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and the units or tenants assisted with HOME funds.
 - 2) The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.
 - 3) Records demonstrating that each project meets the property standards of § 92.251 and the lead based paint requirements of § 92.355.
 - 4) Records demonstrating that each family is income eligible in accordance with § 92.203.
 - 5) Records demonstrating that each tenant-based rental assistance project meets the written tenant selection policies and criteria of § 92.209(c), including the tenant preference requirements, the rent reasonableness requirements of § 92.209(f), the maximum subsidy provisions of § 92.209(h), HQS inspection reports, and calculation of the HOME subsidy.
 - 6) If HOME funds are used for tenant-based rental assistance, records supporting the participating jurisdiction's Consolidated Plan certification in accordance with 92.209(b), including documentation of the local market conditions that led to the choice of this option; written selection policies and criteria; supporting documentation for

preferences for specific categories of individuals with disabilities; and records supporting the rent standard and minimum tenant contribution established in accordance with § 92.209(h).

- 7) Records demonstrating that each lease for a tenant receiving tenant-based rental assistance and for an assisted rental housing unit complies with the tenant and participant protections of § 92.253. Records must be kept for each family.
- 8) HOME funds are used for tenant-based rental assistance or rental housing, records evidencing that not less than 90 percent of the families receiving such rental assistance meet the income requirements of § 92.216.
- 9) Records documenting compliance with the fair housing and equal opportunity components of the HOME program;
- 10) Records demonstrating compliance with the lead-based paint requirements of part 35, subparts A, B, J, K, M and R of this title.
- 11) Records supporting exceptions to the conflict of interest prohibition pursuant to § 92.356.
- 12) Financial records as required by 24 CFR 92.505, 24 CFR 92.508(5) and 24 CFR 84.21-28; and
- 13) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

B. Retention. The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under this Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

C. Client Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for

determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

- D. Disclosure. The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the CITY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited by all applicable state and Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- E. Closeouts. The SUBRECIPIENT's obligation to the CITY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: Making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over HOME funds, including program income.
- F. Audits & Inspections. All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning subrecipient audits and OMB Circular A-133.

5.3 Reporting and Payment Procedures.

- A. Program Income. The SUBRECIPIENT shall report quarterly all program income (as defined at 24 CFR 92.2) generated by activities carried out with HOME funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 92.503. By way of further limitations,

the SUBRECIPIENT may use such income during the agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the CITY at the end of the agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the CITY.

- B. Indirect Costs. If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT's share of administrative costs and shall submit such plan to the CITY for approval, in a form specified by the CITY.
- C. Payment Procedures. The CITY will pay to the SUBRECIPIENT funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with any approved budget and CITY policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the SUBRECIPIENT, and not to exceed actual cash requirements. Payments are to be adjusted by the CITY in accordance with advanced fund and program income balances available in SUBRECIPIENT accounts. In addition, the CITY reserves the right to liquidate funds available under this Agreement for costs incurred by the CITY on behalf of the SUBRECIPIENT.
- D. Progress Reports. The SUBRECIPIENT shall submit regular Progress Reports to the CITY in the form, content, and frequency as required by the CITY.

5.4 Procurement.

- A. Compliance. The SUBRECIPIENT shall comply with current CITY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this Agreement as provided for herein.
- B. OMB Standards. Unless specified otherwise within this Agreement, the SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.
- C. Travel. The SUBRECIPIENT shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

5.5 Use and Reversion of Assets.

- A. The SUBRECIPIENT shall transfer to the CITY any HOME funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- B. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the SUBRECIPIENT for activities under this Agreement shall be (a) transferred to the CITY for the HOME program or (b) retained after compensating the CITY an amount equal to the current fair market value of the equipment less the percentage of non-HOME funds used to acquire the equipment.

6. **Relocation, Real Property Acquisition and One-for-One Housing Replacement.**

The SUBRECIPIENT agrees to comply with the following:

- A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 92.353; and
- B. The requirements of 24 CFR 92.353(e) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and
- C. The requirements in 24 CFR 92.353(d) governing optional relocation policies, unless the CITY preempts such policies; and
- D. The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 92.353(c)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a HOME-assisted project; and
- E. The SUBRECIPIENT also agrees to comply with all applicable CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.

7. **Personnel & Participant Conditions.**

7.1. Civil Rights.

A. Compliance.

The SUBRECIPIENT agrees to comply with all local and State civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

B. Nondiscrimination.

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, executive orders referenced in 24 CFR 92.350, as revised by Executive Order 13279, and all local ordinances. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

C. Land Covenants.

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 92.202. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

D. Section 504.

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

7.2. Affirmative Action.

A. Approved Plan.

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the CITY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The CITY shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program. The SUBRECIPIENT shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

B. Women- and Minority-Owned Business Enterprise (W/MBE).

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

C. Access to Records.

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

D. Notifications.

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the

notice in conspicuous places available to employees and applicants for employment.

E. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement.

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

F. Subcontract Provisions.

The SUBRECIPIENT will include Section 7.1(a), Civil Rights, and Section 7.2, Affirmative Action, specifically or by attached reference, in every subcontract or purchase order, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

7.3 Employment Restrictions.

A. Prohibited Activity.

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: Political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

B. OSHA.

Where employees are engaged in activities not covered under the Occupational Safety Act of 1970 (OSHA), they shall not be required or permitted to work, be trained, or receive services in buildings that are unsanitary, hazardous, or dangerous to the participants' healthy or safety.

C. Labor Standards.

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

Such documentation shall be made available to the CITY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. Section 3 Clause.

1) Compliance.

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the agreement through which Federal financial assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban

Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to low and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low-income residents within the service area or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual and/or other legal incapacity exists that would prevent compliance with these requirements.

2) Notifications.

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3) Subcontracts.

The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

7.4 Conduct.

B. Assignability.

The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the CITY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

C. Subcontracts.

1) Approvals.

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

2) Monitoring.

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3) Content.

The SUBRECIPIENT shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4) Selection Process.

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

D. Hatch Act.

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

E. Conflict of Interest.

The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 84.42 and 92.346, which include (but are not limited to) the following:

- 1) The SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and the administration of contracts supported by Federal funds.
- 2) No employee, officer or agent consultant, officer, or elected official or appointed official of the SUBRECIPIENT which are receiving HOME funds shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- 3) No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or with respect to the proceeds from the HOME-assisted activity, either for themselves or those with whom they have business or immediate family ties, during

their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, subcontractor, consultant, officer, or elected or appointed official of the CITY, the SUBRECIPIENT, or any designated public agency.

F. Lobbying.

The SUBRECIPIENT hereby certifies that:

- 1) No Federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- 3) It will require that the language of paragraph (4) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly; and
- 4) Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

G. Copyright.

If this Agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

H. Religious Activities.

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 92.257(b), such as worship, religious instruction, or proselytization. An organization that is awarded direct HUD funds may still engage in inherently religious activities providing they are voluntary for participants in HUD-funded activities and occur separately in time or location from the HUD-funded activities. An organization receiving HUD funds may not restrict HUD-funded services or housing to people of a particular religion or religious denomination.

8. Environmental Conditions.

8.1 Air and Water.

The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- A. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- B. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- C. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

8.2 Flood Disaster Protection.

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

8.3 Lead-Based Paint.

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 92.355, and 24 CFR Part 35, Subpart B. Such regulations pertain to all HOME-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

8.4 Historic Preservation.

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, and any and all local ordinances insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

9. **Severability.**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10. **Section Headings and Subheadings.**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

11. Waiver.

The CITY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

12. Entire Agreement.


This Agreement constitutes the entire agreement between the CITY and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Garden Grove has caused this Agreement to be subscribed and attested by the City Clerk hereof, and the SUBRECIPIENT has subscribed the same through its authorized officer, the day, month and year first above written.

[SIGNATURE PAGE FOLLOWS]


SUBRECIPIENT

GARDEN GROVE HOUSING AUTHORITY,
a municipal corporation

By: 
Matthew J. Fertel
Executive Director

Dated: 02.27.2014

Approved as to Form:

By: 
Tom Nixon
City Attorney

Dated: 8/19/13


CITY

CITY OF GARDEN GROVE,
a municipal corporation

By: 
Matthew J. Fertel
City Manager

Dated: 02.27.2014

Attest:

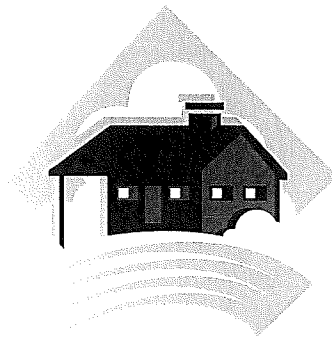
By: 
Kathleen Bailor
City Clerk

Dated: 3/3/2014

EXHIBIT A

SCOPE OF SERVICES AND BUDGET

FY 2013-2014



**GARDEN GROVE
HOUSING AUTHORITY**

**ADMINISTRATIVE
PLAN**



ADMINISTRATIVE PLAN

Update/Revision

	September, 1981
Update	October 11, 1982
Update	March 11, 1983
Revision	August 1, 1985
Update	December 9, 1985
Revision	July 14, 1986
Update	September 29
Update	April 20, 1987
Update	January 18, 1988
Update	June 10, 1988
Update	November 1, 1988
Update	February 21, 1989
Update	March 20, 1989
Update	April 16, 1990
Update	February 19, 1991
Update	April 16, 1991
Revision	May 19, 1992
Update	June 21, 1992
Update	August 17, 1993
Update	November 25, 1995
Update	June 27, 1999
Revision	March 28, 2000
Revision	October 28, 2003
Update	June 1, 2004
Update	April 1, 2005
Revision	November 1, 2008
Update	December 9, 2009
Update	November 1, 2010
Update	December 1, 2011
Update	February 1, 2013
Revision	May 28, 2013

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SCOPE OF SERVICES AND BUDGET

A. Scope of Services

The City of Garden Grove's is subcontracting with the Garden Grove Housing Authority (GGHA) to administer a \$2,500,00 HOME funded Tenant-Based Rental Assistance (TBRA) program. In that regard, between July 1, 2013 and June 30, 2014, the GGHA will provide affordable decent housing via TBRA to very low-income households.

The HOME TBRA program is to be operated as a companion program to the GGHA's Section 8 Housing Choice Voucher Program. In doing so, the TBRA program is to be administered in accordance with (a) policies and procedures that are detailed in the GGHA's Administrative Plan (Updated February 1, 2013 - Revision May 28, 2013) and (b) adhere to the HOME Final Rule, as may be amended, including the following key elements to the scope of services.

- *Tenant selection.* GGHA is to select families in accordance with GGHA's Administrative Plan written tenant selection policies and criteria that are consistent with the following:

Low-income families. Tenant-based rental assistance will only be provided to very low-income families determined eligible prior to providing rental housing assistance. During the period of assistance, the GGHA is to annually determine that the family remains income eligible.

Existing tenants in the HOME-assisted projects. The GGHA is to include the following local preferences for the provision of this assistance:

1. Garden Grove Resident
2. All U.S. Veterans and widows of veterans
3. Victims of Domestic Violence

- *Boundaries of assistance.* The GGHA will require the family to use the tenant-based assistance within boundaries of Garden Grove.
- *Term of rental assistance contract.* The term of the rental assistance contract will extend for up to 24 months. The contract may be renewed, contingent upon the availability of HOME funds.
- *Rent reasonableness.* The GGHA is to conduct a rent reasonableness test predicated upon rents that are charged for comparable unassisted rental units.
- *Occupancy standards.* The GGHA's Administrative Plan discusses subsidy standards, which include the general guidelines for occupancy and exceptions that may be granted. The occupancy table can be found in the Administrative Plan on page 7-2.
- *Tenant protections.* The lease must comply with the requirements in §92.253 (a), in which the lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by

mutual agreement between the tenant and the owner; and §92.253(b), which prohibits certain lease terms, e.g., agreement to be sued and waiver of notice.

- *Maximum subsidy.* The GGHA will pay on behalf of a family is not to exceed the difference between a payment standard for the unit size established by the GGHA and 30 percent of the family's monthly adjusted income. The GGHA is to establish a minimum tenant contribution to rent. The GGHA's rent standard for a unit size is to be based on not less than 80 percent of the published Section 8 Existing Housing fair market rent (in effect when the payment standard amount is adopted) nor more than the fair market rent.
- *Housing Quality Standards.* Housing occupied by a family receiving tenant-based assistance under this section must meet the requirements set forth in 24 CFR 982.401, and each housing unit is to be inspected initially and re-inspected it annually.
- *Program operation.* The TBRA is to be provided through an assistance contract to an owner that leases a unit to an assisted family or directly to the family. The GGHA is to review all leases to verify that the lease has no prohibited terms, and that any lease term that is less than one year of length is mutually agreeable.
- *Use of Section 8 assistance.* Should Section 8 become available, recipients of TBRA will qualify for tenant selection preferences to the same extent as when they received TBRA. Families who receive HOME TBRA and are also on the Section 8 waiting list will remain on the waiting list. If a Section 8 voucher becomes available and the next eligible family on the Section 8 waiting list is a HOME TBRA recipient, that family will be offered a Section 8 voucher.
- *Goals and Performance Measures.* Between July 1, 2013 and June 30, 2014, GGHA will provide TBRA housing vouchers for up to 180 qualified Garden Grove residents. GGHA will submit to the City of Garden Grove Community Development Department quarterly reports on the form attached hereto by October 15, January 15, April 15, and July 15 over the duration of this agreement.

B. Project Budget:

Total TBRA budget	\$2,500,000.
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Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 Program was originally enacted as part of the Housing and Community Development Act of 1974, which re-codified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements. The program has undergone several name changes through the years and is now known as the Housing Choice Voucher Program (HCVP). The program is administered through federal regulations and the local housing authority's Administrative Plan.

JURISDICTION

The jurisdiction of the Garden Grove Housing Authority (GGHA) is within the city limits of the City of Garden Grove. The Garden Grove Housing Authority's office is located at 11277 Garden Grove Boulevard Suite 101-C, Garden Grove, Calif. 92842. The GGHA is a division within the Community Development Department of the City of Garden Grove.

A. MISSION STATEMENT

The mission of the Community Development Department is "to provide quality services through creativity and collaboration".

B. LOCAL OBJECTIVES

There is a critical need for affordable housing, which is also decent, safe and sanitary within the jurisdiction of the Garden Grove Housing Authority. GGHA meets those needs by administering the HCVP available through the Department of Housing & Urban Development (HUD). The GGHA's objectives include:

- 1) Applying for additional Housing Choice Vouchers when funding is available.
- 2) Improving the quality of assisted housing through applying Housing Quality Standards and local building codes.
- 3) Increase assisted housing choices by participating in a Mobility Agreement with Santa Ana, Orange County and Anaheim Housing Authorities. This agreement allows participants to expand their housing choices.
- 4) Conduct outreach efforts to potential voucher landlords.
- 5) Increase voucher payment standards as needed in order to address affordability issues for participants.
- 6) Encourage economic self-sufficiency of assisted families through the Family Self-Sufficiency Program.

- 7) Ensure equal opportunity and affirmatively further fair housing by undertaking affirmative measures to ensure access to the HCVP regardless of race, color, religion, national origin, sex, familial status, and disability.
- 8) Continue to ensure consistency with Garden Grove's Consolidated Plan, the Garden Grove Housing Authority's Five-Year and One-Year Plans, and the Garden Grove Housing Authority's Administrative Plan by continuing to participate in the development and preparation of the City's Consolidated Plan and Action Plans.
- 9) Continue to maintain a high level of customer service through continued staff training.
- 10) Maintain program integrity by ensuring that all federal regulations are observed.
- 11) Research and apply for additional funding sources to augment rental subsidies.
- 12) Increase awareness of our programs in the local community and expand the level of family, owner, and community support of the program.
- 13) Maintain a high-level of standards and professionalism in the day-to-day management of our programs.
- 14) Administer an efficient, high-performing agency through continuous improvement of the Housing Authority's support system and commitment to its employees and their development.
- 15) Provide guidance in the administration of the Housing Authority's programs to ensure compliance with HUD requirements, including maintaining complete and well-organized records, and facilitating HUD's monitoring and reviews of the Housing Authority's operations.

C. PURPOSE OF THE PLAN

The purpose of the Administrative Plan is to establish policies for implementation of the HCVP in a manner consistent with HUD regulations and local goals and objectives contained in the Five-Year and Annual Plans.

The GGHA is responsible for complying with all changes in HUD regulations pertaining to the HCVP. If such changes conflict with the Administrative Plan, HUD regulations will have precedence. The Garden Grove Housing Authority Commission must approve the original Plan and any substantive changes.

D. ADMINISTRATIVE FEE RESERVE

Expenditures from the Administrative Reserve (Operating Reserve) for other housing purposes shall not exceed \$25,000 per occurrence nor more than \$100,000 in the aggregate for each fiscal year without the prior approval of the Housing Authority (City Council) of the City of Garden Grove, if allowed by HUD regulations.

E. RULES AND REGULATIONS

This Administrative Plan is set forth to define the GGHA's local policies for operation of the housing programs in the context of Federal Laws and Regulations. Such Federal regulations, HUD Memos, Notices and Guidelines, or other applicable law governs all issues related to Section 8 not addressed in this document.

F. FAIR HOUSING POLICY

It is the policy of the Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing protected classes of the Fair Housing Act and Equal Opportunity in Housing and Employment.

The GGHA shall not deny any family or individual the equal opportunity to apply for or receive assistance under the HCVP on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability, or sexual orientation.

To further its commitment to full compliance with applicable Civil Rights laws, the GGHA will provide Federal/State/local information to voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session and all applicable Fair Housing Information and Discrimination Complaint forms will be made a part of the voucher holder's briefing packet. They will also be available upon request at the front desk.

All Housing Authority staff will be informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families; including providing reasonable accommodations to persons with disabilities as a part of the overall commitment to quality customer service.

Fair Housing posters are posted in the Housing Authority office lobby and the equal opportunity logo will be used on specific outreach materials. When available, staff will attend local Fair Housing update training sessions sponsored by HUD and other local organizations to keep current with new developments.

The Housing Authority of the City of Garden Grove office is accessible to persons with disabilities. The TTD/TDY telephone service provider provides accessibility for the hearing impaired. A sign language interpreter will be provided as long as the request is made in ample time to accommodate the applicant or participant.

G. REASONABLE ACCOMMODATION POLICY

It is the policy of this GGHA to be service-directed in the administration of our housing programs and to exercise and demonstrate a high level of professionalism while providing housing services to families. The purpose of the Reasonable Accommodation Policy is to comply with and implement pertinent laws and regulations, which provide for non-discrimination and accessibility in federally funded housing programs for persons with disabilities. The GGHA shall make reasonable adjustments to their rules, policies, practices and procedures in order to enable an applicant or participant with a disability to have an equal opportunity to access the HCVP. If providing the accommodations would result in a fundamental alteration in the nature of the HCVP or an undue financial or administrative burden, then the GGHA need not provide the accommodation, however it may present an alternate accommodation that will still meet the need of the person. An undue administrative burden is one that requires a fundamental alteration of the essential functions of the GGHA (i.e., waiving a family obligation). An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on the GGHA.

A participant with a disability must request a change to a policy or practice as an accommodation of his or her disability before the GGHA will treat a person differently than anyone else. The GGHA's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities. To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following Americans with Disabilities Act (ADA) definition:

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- A record of such impairment; or
- Being regarded as having such an impairment

Note: This is not the same as the HUD definition used for purposes of determining allowances.

The GGHA will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act.

Rehabilitated former drug-user and alcoholics are covered under the American Disabilities Act (ADA). However, a current drug-use is not covered. Individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug-use or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified participant with a disability is confirmed, the GGHA will require that a professional third party, competent to make the assessment, provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If the request is denied, then the GGHA will provide a decision to the person requesting the accommodation within a reasonable time. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal meeting with a Senior Specialist or Supervisor to review the GGHA's decision.

Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible office. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

H. MANAGEMENT ASSESSMENT OBJECTIVES

The GGHA operates its housing assistance program with efficiency and can demonstrate to HUD auditors that the GGHA is using its resources in a manner that reflects its commitment to quality and service. The GGHA policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators:

- Selection from the Waiting List
- Reasonable Rent
- Determination of Adjusted Income
- Utility Allowance Schedule
- HQS Quality Control Inspections
- HQS Enforcement
- Expanding Housing Opportunities
- FMR/Exception Rent & Payment Standards
- Annual Re-examinations
- Correct Tenant Rent Calculations
- Pre-Contract HQS Inspections
- Annual HQS Inspections
- Lease-up
- Family Self-Sufficiency Enrollment and Escrow Account Balances

GGHA Supervisors and/or Senior Specialists will perform supervisory quality control reviews, on the following SEMAP factors:

- Selection from the Waiting List
- Rent reasonableness
- Determination of adjusted income
- HQS Enforcement
- HQS Quality Control

The annual sample of files and records will be selected in a random manner, leaving a clear audit trail. The minimum sample size to be reviewed will relate directly to each factor.

I. RECORDS

In order to demonstrate compliance with HUD and other pertinent regulations, the GGHA will maintain records, reports, and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional, or other interested party to follow, monitor, and/or assess the GGHA's operational procedures objectively and with accuracy and in accordance with SEMAP requirements with internal supervisory audits. GGHA will retain records and files for three years from the date of termination from the program. Files, which are older than three years, will be properly disposed of through use of a documentation destruction company to protect the confidentiality of their contents.

J. PRIVACY RIGHTS

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/GGHA will release family information.

The GGHA's policy regarding release of information is in accordance with State and local laws that may restrict the release of family information.

The GGHA's practices and procedures are designed to safeguard the privacy of applicants and program participants.

GGHA staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information, or improper disclosure of family information by staff, will result in disciplinary action.

Chapter 2

ABOUT THE AUTHORITY

The Garden Grove Housing Authority (GGHA) was created on June 10, 1975. The Section 8 rental assistance programs are federally funded and administered for the City of Garden Grove by the Garden Grove Housing Authority, a division of the Community Development Department.

Administration of the HCV Program and the functions and responsibilities of the Housing Authority (GGHA) staff shall be in compliance with the City of Garden Grove's Administrative Regulations, Personnel Policies and the Department of Housing and Urban Development's (HUD) HCV Regulations as well as all Federal, State and local Fair Housing Laws and Regulations. The Mayor and City Council of the City of Garden Grove act as the Housing Authority Commission in governing the GGHA. In addition, two tenant commissioners are appointed to the Housing Authority to serve with the City Council members.

The City Manager serves as the Executive Director of the Housing Authority and administers policy as prescribed by the Commission. The Community Development Director acts in the absence of the Executive Director and the Deputy Director is responsible for the day-to-day operation of the Housing Authority.

The GGHA staff consists of twenty-three (23) full-time positions, with support from other City departments, such as Finance, Information Systems, Building and Safety, and the City Clerk. The responsibilities of the Authority staff are generally organized into five main functions. Administrative; Eligibility; Inspection; Family Self-Sufficiency (FSS); and Clerical.

ADMINISTRATIVE

The Deputy Director and two Supervisors are responsible for the day-to-day operation of HCVP. The administrative staff is responsible for:

- Administering the HCVP according to federal regulations and developing policies and procedures for the Administrative Plan
- Submitting grant applications for new programs and additional funding when available
- Conducting informal review and hearings
- Preparation of budgets and assisting in financial reports
- Controlling and monitoring of HCVP allocations
- Supervising staff
- Quality Control
- Tenant Integrity

ELIGIBILITY

This section is responsible for:

- Applications
- Intake and maintenance of the Waiting List
- Establishing and verifying eligibility and federal preferences of applicants for the program
- Issuing housing choice vouchers
- Briefing of applicants regarding the program rules and their responsibilities while on the program
- Conducting interim and annual recertifications for program participants to establish rent portions and continued program eligibility
- Identifying and investigating cases of fraud
- Tenant repayment agreements
- Fraud investigations and terminations
- Reporting to PIH Information Center (PIC) and monitoring Section 8 Management Assessment Program (SEMAP) indicators
- Counseling participants having problems to ensure their continued participation on the rental assistance program
- Processing tenants that are exercising both portability and mobility, either as incoming or outgoing voucher holders

INSPECTION

This section is responsible for:

- HCVP rent determinations
- Contract negotiations
- Initial, annual and special inspections; HQS and local code compliance
- Inter-jurisdictional mobility inspections
- Fraud detection
- Rent Reasonableness determinations
- Quality Control Inspections
- Owner/ tenant issues
- Counseling tenants on normal maintenance of their units

FAMILY SELF-SUFFICIENCY (FSS) PROGRAM

The Family Self-Sufficiency (FSS) staff is responsible for:

- Coordinating with educational facilities, service providers and other agencies to provide education and support services for participants of the FSS program
- Participating as staff liaison for the Program Coordinating Committee (PCC)
- Providing outreach to Section 8 participants to inform them of the availability of the FSS program
- Initiating FSS contracts
- Assisting participants in meeting their interim goals and completing the contract
- Assisting participants who have completed their training or education goals to find employment in their field
- Establishing and maintaining participants escrow accounts

CLERICAL

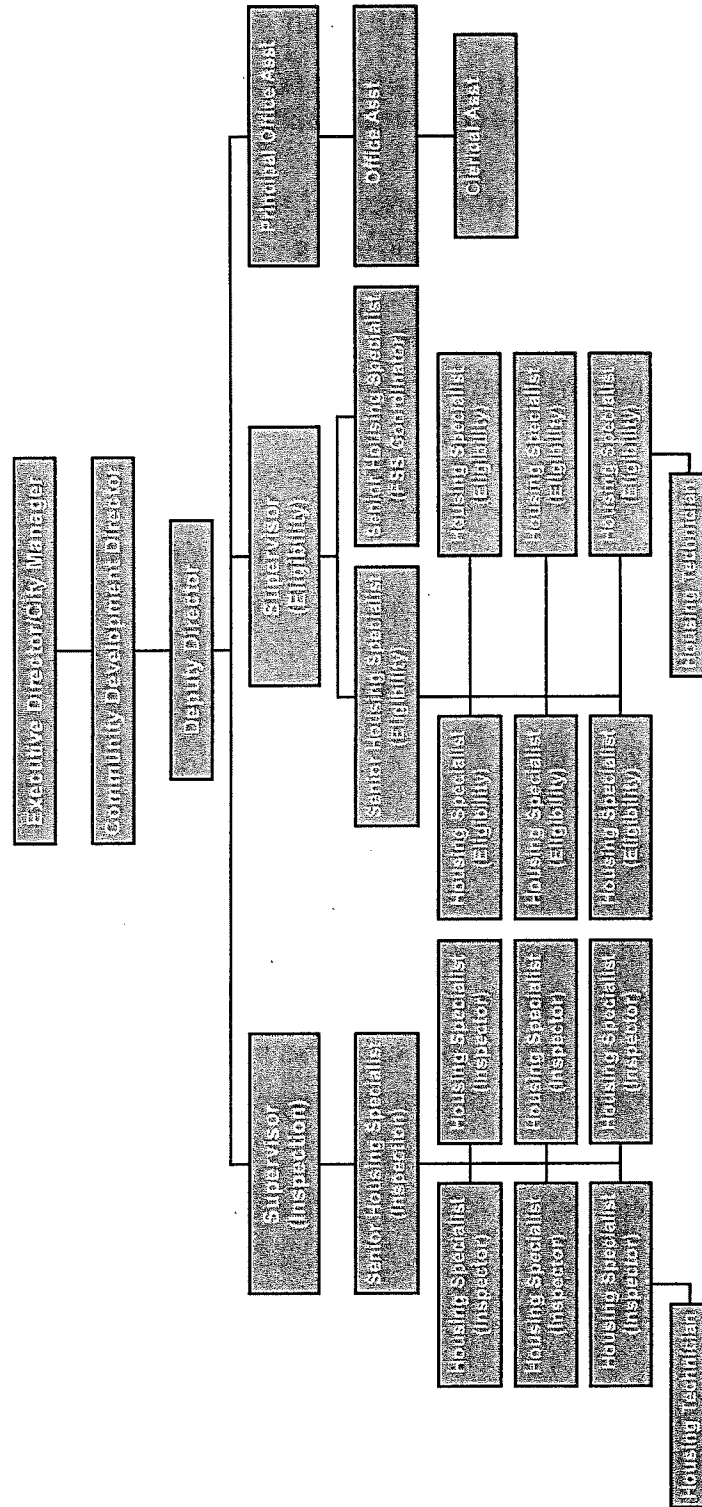
The clerical staff is responsible for:

- Maintaining files
- Answering phones
- Sorting mail
- Providing general information to the public
- Maintaining available unit listings
- Maintaining participant repayment records
- Providing reception duties in the main lobby
- Performing other clerical duties as needed

ORGANIZATIONAL CHART

The Attachment, which follows, shows the GGHA's current positions and how they are organized.

Garden Grove Housing Authority Organizational Chart



Chapter 3

OUTREACH PROCEDURES

A. FAMILY OUTREACH

The GGHA will publicize and disseminate information to make known the availability of housing assistance and related services for very low-income families. When the GGHA's Waiting List is open, the GGHA will publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation, minority media, and by other suitable means. Communities served by GGHA's HCVP will be notified of the status and need for additional outreach. These notices will advise families that applications will be taken and the procedures by which they can apply.

To reach persons who cannot read the newspapers, the GGHA will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The GGHA will also utilize public service announcements.

The GGHA will communicate the status of housing availability to other service providers in the community and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

Limited English Proficiency

In order to improve access to the HCVP for persons with limited English proficiency, (LEP) the GGHA has identified the highest frequency of LEP individuals coming into contact with the program, to be Vietnamese and Spanish speakers. Therefore, information will be provided in those languages. The Housing Authority has bilingual staff (Spanish and Vietnamese) to assist non-English speaking families, as well as to translate documents into Spanish and Vietnamese. In determining whether it is feasible to provide translation of documents written in English into other languages, the GGHA will consider the following factors:

- Number of applicants and participants in the jurisdiction who do not speak English and speak the other language.
- Estimated cost to GGHA per client of translation of English written documents into the other language.
- The availability of local organizations to provide translation services to non-English speaking families.
- Availability of bilingual staff to provide translation for non-English speaking families.
- Literacy level of clients.
- Whether translations are permitted by the Department of Housing and Urban Development (HUD) or other agencies of their standard forms or documents.

Bilingual staffing will be hired whenever possible to assist applicants, participants and owners who have limited English proficiency. These staff members will have second language skills that reflect the general population of Garden Grove. The GGHA will attempt to hire bilingual staff in eligibility, inspection and reception.

The following positions are filled by bilingual staff:

Management:

Housing Manager	Vietnamese-speaking (1)
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Eligibility:

Senior Housing Specialist	Vietnamese-speaking (2)
Housing Specialist	Vietnamese-speaking (4)
Housing Specialist	Spanish-speaking (2)

Inspection:

Senior Housing Specialist	Spanish-speaking (1)
Housing Specialist	Vietnamese-speaking (3)
Housing Specialist	Spanish-speaking (1)
Housing Technician	Chinese/Vietnamese speaking (1)

Clerical:

Principal Office Assistant	Vietnamese-speaking (1)
Office Assistant	Spanish-speaking (1)

B. OWNER OUTREACH

The GGHA encourages owners of decent, safe, and sanitary housing units to lease to HCV families. The inspection section involved in leasing activities will provide program information detailing the advantages and the protection the owner receives as a program participant.

The GGHA conducts periodic meetings with participating owners to improve owner relations and to recruit new owners.

The GGHA maintains a list of units available for the HCV Program. When listings from owners are received, the GGHA staff will compile them by bedroom size. The listings are provided to eligible HCVP families who are seeking units. These units will not be pre-inspected nor will the proposed rent be pre-approved. An inspection will only be conducted after there is a tenant interested in renting a unit on the list. GGHA staff will use discretion in accepting units for the referral list that appear to meet HCVP guidelines. If a property has a history of failed inspections, excessive rents and/or the owner has violated a HCVP requirement, the GGHA reserves the right to prohibit the vacancy from being submitted on its referral list. The GGHA makes a concerted effort to keep private owners informed of legislative changes in the tenant-based program, which are designed to make the program more

attractive to owners. This includes informing participant owners of applicable legislative changes in program requirements.

Distribution of program brochures, flyers and other printed material are made available to recruit new owners, property managers, real estate companies and apartment associations. The GGHA will also utilize the City of Garden Grove's website for the dissemination of information and recruitment purposes.

The GGHA has active participation in the Apartment Owners Association of Orange County, a community based organization comprised of private property and apartment owners and managers.

The GGHA shall:

- Develop working relationships with owners, property management companies and apartment associations.
- Explain the program, including equal opportunity requirements and nondiscrimination requirements, including Fair Housing Amendments Act of 1988 and Americans with Disabilities Act, to real estate agents, landlords, and other groups that have dealings with low-income families or are interested in housing such families.
- Make a concerted effort to keep owners informed of legislative changes in the HCV program.

C. OUTREACH TO THE DISABLED COMMUNITY

In administering the HCVP, the GGHA will ensure that eligible individuals with disabilities have adequate access to the program. The GGHA will encourage participation by owners who have accessible units, and assist the family in locating a suitable unit when a voucher is issued. The GGHA will take into consideration special needs when approving requests for time extensions on their HCV, approving rents in leasing a units and approving additional bedrooms when issuing HCV. These modifications to the GGHA's policy are explained under the "Reasonable Accommodation Policy" in Chapter 1.

Chapter 4

ELIGIBILITY FOR ADMISSION

INTRODUCTION

This chapter defines both HUD and the GGHA's criteria for admission and denial of admission to the program. The policy of the GGHA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The GGHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the GGHA pertaining to their eligibility.

A. ELIGIBILITY FACTORS

The GGHA accepts applications only from families whose head of household or spouse is at least 18 years of age or emancipated minors under State law.

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the GGHA.

The HUD eligibility criteria includes:

- Income limits
- Family composition
- Provision of social security numbers for all family members age six and older
- An applicant must furnish declaration of citizenship or eligible immigrant status and verification where required:

"At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before the GGHA may provide any financial assistance."

Reasons for denial of admission are addressed in the "Denial or Termination of Assistance" chapter. These reasons for denial constitute additional admission criteria.

An applicant's initial eligibility for placement on the waiting list will be made in accordance with these factors, however they will not be verified until selection from the application pool for a HCV is achieved.

B. INCOME LIMITS

Annual income for admission shall not exceed the very low income (50% of median) limits established by HUD. HUD establishes those circumstances when a family may be eligible for assistance while exceeding the very low-income limits. They include those who are "continuously assisted". HUD requires income targeting, which states that 75% of new admissions by "extremely low income" (30% of median).

The family may be eligible for assistance if their income exceeds the very low or extremely low income limit in any of the following categories:

- A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 90 days of voucher issuance. Programs include any housing federally assisted under the 1937 Housing Act.
- A low-income family or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of mortgage insurance contracts.
- A low-income family residing in units that are rehabilitated under the Project-Based Program or Moderate Rehabilitation Program, or a low-income family physically displaced by rental rehabilitation activity.

To determine if the family is income-eligible, the GGHA compares the annual income of the family to the applicable income limit for the family's size.

Families whose annual income exceeds the income limit will be denied admission and offered an informal review.

Portability: For initial lease-up at admission, families who exercise portability must be within the applicable income limit for the jurisdiction of the GGHA.

C. FAMILY COMPOSITION

The applicant must qualify as a "family." A "family" may be a single person or a group of persons:

- Two or more persons sharing a residence whose income and resources are available to meet the family's need and who are either related by blood, marriage, adoption, or have evidenced a stable family relationship. This may be demonstrated by joint checking/savings accounts and/or joint tenancy documents. Lodgers or visitors may not be included.
- An elderly family or single person
- Disabled family
- The remaining member of a tenant family
- Displaced family

A family shall also include a person who is temporarily away from home because of placement in foster care and is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to increase the number of bedrooms available for other family members.

A family shall also include a member of the US Armed Forces who is absent from the family, regardless of the length of their absence, if they intend to return to and reside with the family and their income and resources are available for use in meeting the living expenses of the family.

A family also includes:

Two or more persons who intend to share residency whose income and resources are available to meet the family's needs and who have a history as a family unit or show evidence of a stable family relationship. Two or more elderly or disabled persons living together, or one or more elderly, near elderly, or disabled persons living with one or more live-in aides is a family.

Head of Household

The head of household is the adult member of the household who is designated by the family as head of household, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minors who qualify under State law will be recognized as head of household.

Spouse of Head

Spouse is a marriage partner either wife or husband of the head of household.

The relationship would require a divorce for dissolution. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-head of households.

Co-Head

A co-head is an individual in the household who is equally responsible for the lease with the head of household. A family may have a spouse or co-head of household, but not both. A co-head of household never qualifies as a dependent.

Live-in Attendants

A family may include a live-in aide provided that such live-in aide:

- Is determined by the GGHA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,
- Is not obligated for the support of the person(s), and
- Would not be living in the unit except to provide care for the person(s).

A live-in aide is treated differently than family members:

- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
- Live-in aides are not subject to Non-Citizen Rule requirements.
- Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

A live-in aide may only reside in the unit with the approval of the GGHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly (50-61), or disabled. Verification may include the hours the care will be provided.

At any time, the GGHA will refuse to approve a particular person as a live-in aide or may withdraw such approval if:

- The person commits or has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- The person commits or has committed drug-related criminal activity or violent criminal activity; or a background check reveals registered sex-offender status.
- The person currently owes rent or other amounts to the GGHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Split Households Prior to Voucher Issuance

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the GGHA will make the decision taking into consideration the following factors:

- Which family member applied as Head of Household.
- Which family unit retains the children or any disabled or elderly members.
- Restrictions that were in place at the time the family applied.
- Role of domestic violence in the split.
- Recommendations of social service agencies or qualified professionals, such as Children's Protective Services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the GGHA.

In cases where domestic violence played a role, the standard used for verification will be the same as that required for the "domestic violence" preference.

- The GGHA will require evidence that the family has been displaced as a result of fleeing violence in the home. Families are also eligible for this preference if there is proof that the family is currently living in a situation where they are being subjected to or victimized by violence in the home. (See the chapter, "Establishing Preferences and Maintaining the Waiting List.")

Multiple Families in the Same Household

When families apply that consist of two families living together (such as a mother and father, and a daughter with her own husband or children), they will be treated as a family unit if they apply as a family unit.

Joint Custody of Children

Children who are subject to a joint custody agreement, but live with one parent at least 51% of the time, will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

There will be a self-certification required of families who claim joint custody or temporary guardianship.

D. MANDATORY SOCIAL SECURITY NUMBERS

Families are required to provide verification of Social Security Numbers for all family members prior to admission. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

Persons who have not been issued a Social Security Number must sign a certification that they have never been issued a Social Security Number.

E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

All members ineligible. Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students. As defined by HUD in the non-citizen regulations are not eligible for assistance.

Appeals. For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

Verification of Status Before Admission. The GGHA will not provide assistance to families prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

F. OTHER CRITERIA FOR ADMISSIONS

The GGHA may apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the HCVP:

The family must not have violated any family obligation during a previous participation in the HCV program prior to final eligibility determination.

- The GGHA will make an exception, if the family member who violated the family obligation is not a current member of the household on the application.
- The family must pay any outstanding debt owed the GGHA or another PHA as a result of prior participation in any federal housing program within 30 days of PHA notice to repay.

- The GGHA will check criminal history for all adults in the household to determine whether any member of the family has violated any of the prohibited behaviors as referenced in the "Denial or Termination of Assistance" chapter. All adult members of an applicant family will be checked by one or more of the following: Garden Grove Police Department, Department of Justice, the National Credit Reporting Bureau, court conviction records, registered sex offender database, or another law enforcement agency.

G. TENANT SCREENING

The GGHA will take into consideration any of the criteria for admission described in the "Denial or Termination of Assistance" chapter.

The GGHA will not screen family behavior or suitability for tenancy. The GGHA will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct in tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before GGHA approval of the tenancy, the GGHA may inform the owner that screening and selection for tenancy is the responsibility of the owner.

The owner is responsible for screening families based on their tenancy histories, including such factors as:

- Payment of rent and utility bills
- Caring for a unit and premises
- Respecting the rights of other residents to the peaceful enjoyment of their housing
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others
- Compliance with other essential conditions of tenancy.

The GGHA may refer families with fair housing complaints to the Fair Housing Council of Orange County. The GGHA will advise the family to make a Fair Housing complaint. The GGHA may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing organization.

H. VIOLENCE AGAINST WOMEN ACT (VAWA)

No applicant for the HCV Program who has been a victim of domestic violence, dating violence or stalking shall be denied admission into the program if they are otherwise qualified.

I. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between issuance of a Voucher and lease up may affect the family's eligibility or share of the rental payment. Ineligible families will be given the opportunity to appeal as outlined in the "Complaints & Appeals" chapter.

J. INELIGIBLE APPLICANTS

Applicants who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review. If an applicant is denied due to non-citizen status, they may request an informal hearing. See "Complaints and Appeals" chapter for additional information about reviews and hearings.

Chapter 5

APPLYING FOR ADMISSION

INTRODUCTION

The policy of the GGHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. This chapter describes the policies and procedures for completing an initial pre-application for placement on the Waiting List, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the GGHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the Waiting List in accordance with this Plan.

A. OVERVIEW OF THE PRE-APPLICATION PROCESS

The purpose of the pre-application is to permit the GGHA to gather information and determine placement on the Waiting List. The pre-application will contain questions designed to obtain pertinent program information.

Families who wish to apply for the HCVP must complete a written pre-application form when the waiting list is open.

The application process will involve two phases: The first is the "initial" application for assistance (referred to as a pre-application). This first phase results in the family's placement on the Waiting List. The pre-application will be dated and time-stamped. The second phase is the "final determination of eligibility" (referred to as the full application). The full application takes place when the family reaches the top of the Waiting List. At this time the GGHA ensures that verification of all HUD and GGHA eligibility factors is current in order to determine the family's eligibility for the issuance of a Voucher.

B. OPENING/CLOSING OF THE WAITING LIST

The GGHA will utilize the following procedures for opening the Waiting List.

When the GGHA opens the Waiting List, the GGHA will advertise through public notice in newspapers, minority publications and media entities as well as social service agencies, libraries and non-profit groups as to the locations and dates that applications will be available. A partial listing of the resources are as follows:

- Orange County Register
- Garden Grove Journal
- Pennysaver
- Nguoi Viet Newspaper
- Korean Times
- La Opinión
- City of Garden Grove website

The notice will contain:

- The dates, times, and the locations where families may apply.
- The program for which pre-applications will be taken.
- A brief description of the program and eligibility criteria.
- Limitations, if any, on who may apply.

The notice will provide potential applicants with information that includes the GGHA address and telephone number, how to submit a pre-application, information on eligibility requirements, and the availability of local preferences.

In order to reach a wider audience, the GGHA will reserve the right to provide pre-applications online through its website.

If the Waiting List is open, the GGHA will accept pre-applications from eligible families unless there is good cause for not accepting the application, such as denial of assistance because of action or inaction by members of the family for the grounds stated in the "Denial or Termination of Assistance" chapter of this Administrative Plan.

Closing the Waiting List

The GGHA may stop pre-applications if there are enough applicants to fill anticipated openings for the next 12-24 months. The open period shall be long enough to achieve a Waiting List adequate to cover projected turnover and new allocations over the next 12-24 months. The GGHA will give at least 30 days notice prior to closing the list. When the period for accepting pre-applications is over, the GGHA will add the new applicants to the list by:

- Separating the new applicants into groups based on preferences.
- Ranking applicants within each group by date and time of application.

Who May Apply

When the Waiting List is open:

- Any family asking to be placed on the Waiting List for the HCV program will be given the opportunity to complete an application.

When the application is submitted to the GGHA:

- It establishes the family's date and time of application for placement order on the Waiting List.

C. "INITIAL" APPLICATION PROCEDURES

The GGHA will utilize a pre-application form. The information is to be filled out by the applicant whenever possible. To provide specific accommodation for persons with disabilities, applicants will be referred to local social service agencies for assistance in completion of the form. The application form may also be mailed to the applicant. Application forms may be available on the City's website. Translation assistance may be provided for non-English speaking applicants.

The purpose of the pre-application is to permit the GGHA to preliminarily assess family eligibility or ineligibility and to determine placement on the Waiting List. Duplicate pre-applications, including pre-applications from a segment of an applicant household, will not be accepted.

Pre-applications will not require an interview. The information on the pre-application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

D. APPLICANT STATUS WHILE ON WAITING LIST

Applicants are required to inform the GGHA of all changes in writing. Applicants are also required to respond to requests from the GGHA to update information on their pre-application and to determine their continued interest in assistance.

After receipt of the pre-application, the applicant will be notified in writing. If the pre-application is submitted online, a receipt will be available for confirmation. The notice will contain the approximate waiting period before assistance may be offered, and will further explain that the estimated date is subject to factors such as turnover and available funding. All applications will receive confirmation of their pre-application.

E. TIME OF SELECTION

When funding is available, families will be selected from the Waiting List in their determined sequence, regardless of family size, subject to income targeting requirements.

When there is insufficient funding available for the family at the top of the list, the GGHA will not admit any other applicant until funding is available for the first applicant.

Based on the GGHA's turnover and the availability of funding, groups of families will be selected from the Waiting List to form a final eligibility "pool." Selection from the pool will be based on completion of verification.

If an applicant requests to be placed back on the waiting list at the initial qualification interview, the GGHA will consider the request on a case-by-case basis. A disability and/or health emergency are examples of circumstances that warrant returning an applicant to the waiting list.

F. COMPLETION OF A FULL APPLICATION

All preferences claimed on the pre-application or while the family is on the Waiting List will be verified.

The qualification for preference must exist at the time the preference is claimed and at the time of verification, because claim of a preference determines placement on the Waiting List.

At time of selection from the Waiting List, the family is scheduled for an interview. Families are given information in writing as to what documents will be necessary and the full application is explained.

Requirement to Attend Interview

The GGHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information, which has been provided by the family, and ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other GGHA services which may be available.

The family's head of household is required to attend the interview and sign the housing full application. If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family.

It is the applicant's responsibility to reschedule the interview if he/she misses the appointment. If the applicant does not reschedule or misses two scheduled meetings, the GGHA will reject the application.

If an applicant fails to appear for a pre-scheduled appointment, the GGHA will automatically schedule a second appointment. If the applicant misses the second appointment without prior approval, the application is denied.

If an applicant fails to appear for their second interview without prior approval of the GGHA, their application may be denied unless they can provide acceptable documentation to the GGHA that an emergency prevented them from calling.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible office. A designee will be allowed to participate in the interview process, but only with permission of the person with a disability.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See the chapter, "Informal Reviews and Hearings.")

All adult members must sign the following forms: HUD Form 9886, Release of Information, the Personal Declaration form, all supplemental forms as required by the GGHA, the declarations and consents related to citizenship/immigration status, and any other documents as required by the GGHA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the GGHA.

If the GGHA determines at or after the interview that additional information or document(s) are needed, the GGHA will request the document(s) or information in writing or by phone. The family will be given at least ten (10) days to supply the information.

If the information is not supplied, in a specified time, the GGHA will provide the family a notification of denial for assistance. (See the chapter, "Informal Reviews and Hearing.")

G. VERIFICATION

Information provided by the applicant will be verified using the verification procedures in the "Verification Procedures" chapter. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, preferences, and other pertinent information will be verified. Verifications may not be more than 60 days old at the time of issuance of the voucher.

H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the GGHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the GGHA, and the current eligibility criteria in effect. If the family is determined to be eligible, the GGHA will mail a notification of eligibility. A briefing will be scheduled for the issuance of a Voucher and the family's orientation to the housing program.

Chapter 6

ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

INTRODUCTION

It is the GGHA's objective to ensure that families are placed in the proper order on the Waiting List and selected from the Waiting List for admissions in accordance with the policies in this Administrative Plan.

This chapter explains the preferences that the GGHA has adopted to meet local housing needs, defines the eligibility criteria for the preferences, and explains the GGHA's system of applying them.

By maintaining an accurate Waiting List, the GGHA will be able to perform the activities that ensure an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

A. WAITING LIST

The GGHA uses a single Waiting List for admission to its HCV program.

Except for Special Admissions, applicants will be selected from the GGHA Waiting List in accordance with policies and preferences and income targeting requirements (required by HUD) defined in this Administrative Plan.

The GGHA will maintain information that permits proper selection from the Waiting List.

The Waiting List contains the following information for each applicant listed:

- Applicant Name
- Date and time of application
- Qualification for any local preference
- Racial or ethnic designation of the head of household
- Targeted program qualifications

B. SPECIAL ADMISSIONS

Special Admissions families will be admitted outside of the regular Waiting List process. They do not have to qualify for any preferences, nor are they required to be on the program Waiting List. The GGHA maintains separate records of these admissions.

Provided there is sufficient funding, the GGHA may allow special admissions for families in the following situations:

- A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term;
- Mainstream for Persons with Disabilities;
- Displaced by an activity carried out by federal, state or local governmental body;
- Displaced by natural disaster, such as flood or fire and referred by a local, state, or federal agency;
- Displaced by a human-made disaster, such as a terrorist attack and referred by a local, state, or federal agency;
- Living in and referred from a homeless shelter with which the GGHA has an agreement;
- Living in a structure that has been deemed unsafe by the City's Building Department and referred by that agency.

C. LOCAL PREFERENCES

The GGHA will offer public notice when changing its preference system and the notice will be publicized using the same guidelines as those for opening and closing the Waiting List.

Order of Selection

The GGHA's method for selecting applicants from a preference category leaves a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in the Administrative Plan. Local preferences will be used to select families from the Waiting List. Among applicants with equal preference status, the Waiting List will be organized by date and time.

The GGHA uses the following Local Preference priority system:

First Preference - Residency

Residents of the City of Garden Grove will be assisted prior to those families that are not residents. All families living or working in the City of Garden Grove, either at any time of a pre-application or during the time they are on the Waiting List, will be considered as residents. If a family has to move to another city, they will not lose their resident status.

Second Preference – U.S. Veteran Status

All veterans and widows of veterans will be assisted prior to those families that are not veterans. Veteran status as defined by the State of California's requirement of preference for veterans for low-income assisted housing

Third Preference – Domestic Violence

The GGHA will offer a local preference to families that have been subjected to or victimized by a member of the family or household within the past year. The GGHA will require evidence that the family has been displaced or about to be displaced as a result of violence in the home. Families are eligible for this preference if there is a proof that the family is currently living in a situation where they are being subjected to or victimized by violence in the home. The following criteria are used to establish a family's eligibility for this preference:

- Actual or threatened physical violence directed against the applicant or the applicant's family by a spouse or other household member who lives in the unit with the family.
- An applicant may qualify for a preference for victims of domestic violence if the applicant vacated a unit because of domestic violence.
- An active restraining order may be considered as proof of domestic violence.
- The applicant must certify that the abuser will not reside with the applicant.

An applicant who lives in a violent neighborhood or is fearful of other violence outside the household is not considered involuntarily displaced.

Special Population

When the Authority receives funding that is designated for special populations, applicant selection from the Waiting List will be based on the specific criteria as defined by the funding regulations. Families and individuals meeting the specific criteria of the funding requirement will be assisted prior to families and individuals who do not qualify as a member of the special population designation. If there are not sufficient applicants from the Waiting List to meet the requirements of the funding, applications will be opened by direct referral from appropriate agencies or to the general public, dependent on the funding regulations.

Income Targeting

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year the GGHA will reserve a minimum of 75% of its Section 8 new admissions for families whose income does not exceed 30% of the area median income. HUD refers to these families as "extremely low-income families." The GGHA will admit families who qualify under the extremely low-income limit to meet the income-targeting requirement, regardless of preference. The GGHA's income

targeting requirement does not apply to low-income families continuously assisted as provided for under the 1937 Housing Act. The remaining twenty-five percent (25%) or less of all new participants may have a gross income, not to exceed 80% of the average median income of the county.

The GGHA is also exempted from this requirement where it is providing assistance to low-income or moderate-income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out.

Date and Time of Pre-application

Once the applicants have been assigned a preference, they will be selected for their Initial Qualifying (IQ) Interview by the date and time of their original pre-application to the GGHA for assistance. The income-targeting requirement does not apply to low-income families continuously assisted as provided for under the 1937 Housing Act.

D. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION ASSISTANCE

At the time of application, an applicant's entitlement to a Local Preference may be made on the following basis:

- An applicant's certification that they qualify for a preference will be accepted without verification at the initial pre-application. When the family is selected from the Waiting List for the completion of the full application and final determination of eligibility, the preference will be verified.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the Waiting List without the Local Preference and given an opportunity for an informal review.

E. PREFERENCE AND INCOME TARGETING ELIGIBILITY

Change in Circumstances

Changes in an applicant's circumstances while on the Waiting List may affect the family's entitlement to a preference. Applicants are required to notify the GGHA in writing when their circumstances change.

When an applicant claims an additional preference, he/she will be placed on the Waiting List in the appropriate order determined by the newly claimed preference.

If the family's verified annual income, at final eligibility determination, does not fall under the extremely low-income limit and the family was selected for income targeting purposes, the family may be returned to the Waiting List.

F. FINAL VERIFICATION OF PREFERENCES

Preference information on applications will be updated as applicants are selected from the Waiting List. At that time, the GGHA will obtain necessary verifications of preference at the interview and by third party verification.

G. PREFERENCE DENIAL

If the GGHA denies a preference, the GGHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal review with senior level staff. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the Waiting List without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against. If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the Waiting List.

H. REMOVAL FROM WAITING LIST AND PURGING

The Waiting List may be purged by a mailing to applicants to ensure that the Waiting List is current and accurate. The mailing will ask for confirmation of continued interest. Any mailings to the applicant that require a response will state that failure to respond may result in the applicant's name being dropped from the Waiting List. If an applicant fails to respond to a mailing from the GGHA or if a letter is returned by the Post Office without a forwarding address, the applicant will be inactivated from the waiting list. If the applicant contacts the GGHA within three years from the date of inactivation from the Waiting List, the applicant may be reinstated on the Waiting List based on their original date and time of pre-application.

If an applicant is removed from the Waiting List for failure to respond, they will not be entitled to reinstatement, unless a Housing Authority Supervisor determines there were circumstances beyond the person's control. If determined to have existed, a disability and/or health emergency would be acceptable to warrant reinstatement.

Chapter 7

SUBSIDY STANDARDS

INTRODUCTION

HUD guidelines require that GGHA establish subsidy standards that determine the number of bedrooms a family will be issued on their Housing Choice Voucher (HCV). The subsidy standards provide for the smallest number of bedrooms needed to house the family without overcrowding or conflicting with the space requirements of HUD's Housing Quality Standards. This chapter explains the subsidy standards that will be used to determine the voucher size, as well as the procedures applied when the number of persons in a family changes or a family selects a unit size that is different from the voucher.

A. DETERMINING HOUSING CHOICE VOUCHER SIZE

GGHA establishes the payment standard by bedroom size. A family may lease a larger size unit than their HCV bedroom size however, when a family initially leases a unit, their tenant portion may not exceed of 40% of the family's monthly-adjusted income. It is only after the initial lease term, that a HCV participant may choose to pay more than the 40%, provided they remain in the same unit.

All standards in this section relate to the number of bedrooms on the voucher, not the family's actual living arrangements. The unit size on the voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

One bedroom will generally be assigned for each two family members. GGHA does not determine who shares a bedroom/sleeping room. Consideration will be given for medical reasons and the presence of a live-in aide.

- Foster children will be included in determining unit size only if they will be in the unit for more than 6 months;
- Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family;
- Space may be provided for a child who is away at school, but who lives with the family during school breaks;
- Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military;
- A single pregnant woman with no other family members must be treated as a two-person family; and
- Single person families shall be allocated one bedroom.

These general guidelines are used when issuing Housing Choice Voucher bedroom classification:

HCV SIZE ISSUED	MINIMUM PERSONS IN HOUSEHOLD	MAXIMUM PERSONS IN HOUSEHOLD
0	1	1
1	1	2
2	3	4
3	5	6
4	7	8
5	9	10
6	11	12

B. EXCEPTIONS TO SUBSIDY STANDARDS

The GGHA shall grant exceptions from the subsidy a standard if requested by the family, and it is determined that the exceptions are justified due to the health or disability of family members, and/or other individual circumstances necessary for "reasonable accommodation". Circumstances which may dictate a larger size unit than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a verified medical or health reason certified by physician or elderly person(s) with disabilities who may require a live-in attendant as verified by a physician. The granting of the exception shall be at the discretion of GGHA.

C. CHANGES IN HOUSING CHOICE VOUCHER SIZE

Decrease in Family Size

If there is a change in family composition, which would result in a decrease in the bedroom size the family would be eligible for, the adjustment will be made at the time of re-examination, unless the family initiates a move. The family will be requested to meet with his/her caseworker to be briefed on moving procedures and the appropriate size voucher will be issued.

Increase in Family Size

The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the GGHA within 14 days. The GGHA may issue a larger voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody. If the family wishes to move to a larger unit after it has been determined that they are entitled to an increase in voucher size, the family must meet with his/her caseworker to be briefed on moving procedures.

D. UNIT SIZE SELECTED

The family may select a different size dwelling unit than that listed on the voucher. There are three criteria to consider:

Subsidy Limitation: The family unit size as determined for a family under the GGHA subsidy standard for a family assisted in the Voucher Program is based on the GGHA's adopted payment standards. The payment standard for a family shall be the *lower of*:

- The payment standard amount for the family unit size; or
- The payment standard amount for the unit size rented by the family.

Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's voucher.

Although the voucher size issuance is generally based on two persons per bedroom, the actual occupancy of the unit is relatively flexible and allows for a greater number of persons. According to HUD guidance, the living room may be used as a sleeping space, therefore the following standards are used for occupancy:

Unit Size	Maximum in Household
0 Bedroom	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

Chapter 8

FACTORS RELATED TO TOTAL TENANT PAYMENT FAMILY SHARE AND FAMILY DETERMINATION

INTRODUCTION

The GGHA will use the methods as set forth in this Administrative Plan to verify and determine that family income reported at admission and at annual reexamination is correct. The accurate calculation of annual income and adjusted income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This chapter defines the allowable expenses and deductions to be subtracted from annual income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. The GGHA's policies in this chapter address those areas that allow the GGHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. INCOME, ALLOWANCES AND DEDUCTIONS

Income: Includes all monetary amounts that are received on behalf of the family. For purposes of calculating the TTP, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income that is not specifically excluded in the regulations is counted.

Annual Income: The gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

Adjusted Income: The annual income minus any HUD allowable expenses and deductions.

The following are current HUD mandatory deductions and allowances from annual income. However, if HUD regulations change, the GGHA policy will be consistent with the new regulations.

- Dependent Allowance: \$480 each for family members (other than the head of household or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
- Elderly/Disabled Allowance: \$400 per family for families whose head of household or spouse is 62 or over or disabled.

- Allowable Medical Expenses: Deducted for all family members of an eligible elderly/ disabled family.
- Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.
- Child Care Expenses: Deducted for the care of children under 13 when childcare is necessary to allow an adult member to work, attend school, or actively seek employment.

B. MINIMUM RENT

Minimum Rent

The GGHA has established a "Minimum Rent" of \$50. Minimum rent applies only when the minimum rent is the highest amount in the TTP calculation.

Hardship Requests for an Exception to Minimum Rent

The GGHA recognizes that in some circumstances even the minimum rent may create a financial hardship for families. The GGHA will review all relevant circumstances brought to the GGHA's attention regarding financial hardship as it applies to the minimum rent. The following section states the GGHA's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act of 1998. HUD has defined circumstances under which a hardship could be claimed.

Criteria for Hardship Exception

In order for a family to qualify for a hardship exception, the family's circumstances must fall under one of the following HUD hardship criteria:

1. The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.
2. The family would be evicted because it is unable to pay the minimum rent.
3. Family income decreases because of changed family circumstances, including the loss of employment.
4. A death has occurred in the family.
5. Other circumstances determined by the GGHA or HUD.

Requests for the Hardship Exception

The GGHA will review all family requests for exception from the minimum rent due to financial hardships. All requests for minimum rent hardship exceptions are required to be in writing. Requests for minimum rent exception must include a statement of the family hardship that qualifies the family for an exception. The GGHA will request documentation as proof of financial hardship. Hardship exception determinations are subject to GGHA review and hearing procedures.

Suspension of Minimum Rent

The GGHA will suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption and continuing until the GGHA determines whether there is a qualifying financial hardship and whether such a hardship is temporary or long term.

During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.

If the GGHA determines that there is no qualifying financial hardship, the GGHA will reinstate the minimum rent including back rent owed from the beginning of the suspension.

Temporary Hardship

If the GGHA determines that the hardship is temporary, a minimum rent will not be imposed for a period of up to 90 days from the date of the family's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.

The GGHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period. (See the chapter "Owner and Family Debts to the GGHA" for the Repayment Agreement policy.)

Long-Term Duration Hardships

If the GGHA determines that there is a qualifying long-term financial hardship, the GGHA must exempt the family from the minimum rent requirements.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

C. ABSENCES

1. Definition of Absence:

- a. Temporary Absence:** "Temporary absent" is defined as away from the unit for more than 30 days.
- b. Permanent Absence:** "Permanent absent" is defined as away from the unit for 120 days in 12 months or 90 days consecutively, except as otherwise provided in this chapter.

2. Income Calculation of Absent Tenants:

The GGHA must compute all applicable income of every family member who is on the lease including those who are temporarily absent. In addition, the GGHA must count the income of the spouse or the head of household if that person is temporarily absent, even if that person is not on the lease.

Income of the persons permanently absent will not be counted and they will be removed from the Family Report (Form HUD-50058). If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The GGHA will evaluate absences from the unit using this policy.

3. Types of Absences & GGHA Policy for Absent Tenants:

a. Absence due to Medical Reasons:

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the GGHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 120 days in 12 months or 90 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the GGHA's "Absence of Entire Family" policy.

b. Absence due to Full-time Student Status:

Full time students who attend school away from the home will be treated in the following manner: A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of voucher size.

c. Absence due to Incarceration:

A family member will be considered permanently absent if he or she is incarcerated for 120 days in 12 months or 90 days consecutively.

The GGHA will determine if the reason for incarceration is for drug-related or violent criminal activity and take appropriate action.

d. Absence of Children due to Placement in Foster Care:

If the family includes a child or children temporarily absent from the home due to placement in foster care, the GGHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 180 days from the date of removal of the child/ren, the voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the GGHA's subsidy standards.

e. Absence of Entire Family:

The following policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the GGHA will terminate assistance in accordance with appropriate termination procedures contained in this Administrative Plan.

Families are required both to notify the GGHA before they move out of a unit and to give the GGHA information about any family absence from the unit.

Families must notify the GGHA at least 30 days before leaving the unit if they are going to be absent from the unit for more than 30 consecutive days.

If the entire family is absent from the assisted unit for more than 60 consecutive days, the assistance will be terminated.

If it is determined that the family is absent from the unit, the GGHA will continue assistance payments for a maximum of one month from the date that the GGHA determines that the family has vacated the unit.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the GGHA may:

- Contact property owners or managers.
- Write letters to the family at the unit.
- Telephone the family at the unit.
- Interview neighbors.
- Verify if utilities are in service.
- Check with the Postal Service.

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar days limit.

If the absence that resulted in termination of assistance was due to a person's disability, and the GGHA can verify that the person was unable to notify the GGHA in accordance with the family's responsibilities, and if funding is available, the GGHA may reinstate the family as an accommodation if requested by the family, as long as the period was within 180 days.

f. Caretaker for Children:

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the GGHA will treat that adult as a visitor for the first 30 days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the voucher will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the GGHA will review the status at 30-day intervals.

If custody or legal guardianship has not been awarded by the court, but the action is in process, the GGHA will secure verification from social services staff or the attorney as to the status.

If custody is awarded for a limited time in excess of stated period, the GGHA will state in writing that the transfer of the voucher is for that limited time or as long as they have custody of the children. The GGHA will use discretion as deemed appropriate in determining any further assignment of the voucher on behalf of the children.

The GGHA may transfer the voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 30 days and it is reasonable to expect that custody will be granted.

When the GGHA approves a person to reside in the unit as caretaker for the child/ren, the income should be counted pending a final disposition. The GGHA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

g. Visitors:

Any person not included on the HUD 50058 who has been in the unit more than a total of 30 days in a 12-month period, without GGHA approval, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is a member of the household living there unauthorized.

Statements from neighbors and/or the landlord will be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose shall be considered as unauthorized permanent resident.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and the GGHA will terminate assistance since prior approval was not requested for the addition.

Minors and college students, who were part of the family but now live away from home during the school year and are no longer on the lease, may visit for up to 90 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 180 days per year, the minor will be considered to be an eligible visitor and not a family member.

4. Reporting increases in family composition to owner and GGHA:

Reporting changes in household composition to the GGHA is both a HUD and a GGHA requirement.

The family obligations require the family to request GGHA approval to add any other family member as an occupant of the unit and to inform the GGHA of the birth, adoption, or court-awarded custody of a child. The family must request prior approval of additional household members in writing.

If the family does not obtain prior approval from the GGHA, any person the family has permitted to move in will be considered an unauthorized household member.

An interim reexamination will be conducted for any additions to the household following approval from the GGHA.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition other than birth, adoption, or court-awarded custody.

5. Reporting decreases in family composition to the GGHA:

Reporting changes in household composition is both a HUD and a GGHA requirement.

If a family member leaves the household, the family must report this change to the GGHA, in writing, within three weeks of the change and certify as to whether the member is temporarily absent or permanently absent.

The GGHA will conduct an interim evaluation for changes that affect the Total Tenant Payment. (Please refer to the chapter on Reexamination/Recertification Process).

D. AVERAGING INCOME

When annual income cannot be anticipated for a full 12 months, the GGHA may:

- Average known sources of income that vary to compute an annual income, or
- Annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime that the employer cannot anticipate for the next 12 months, bonuses and overtime received the previous year will be used.

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so as to reduce the number of interim adjustments.

The method used depends on the regularity, source, and type of income.

E. MINIMUM INCOME

There is no minimum income requirement. Income of zero income families will be reviewed every three months using one or a combination of the following methods:

- Phone interview
- Office interview
- Expense Worksheet (in HAPPY)

Families that report zero income may be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

If the family's expenses exceed their known income, the GGHA will make inquiry of the head of household as to the nature of the family's accessible resources.

F. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the GGHA will calculate the income by using the following methodology:

- Exclude the income and deductions of the member if his or her income goes directly to the facility.

- or -

- Include the income and deductions of the member if his or her income goes to a family member.

G. REGULAR CONTRIBUTIONS AND GIFTS

GGHA must count as income regular contributions and gifts from persons outside the household for calculation of the Total Tenant Payment (TTP) unless the amount is less than \$50.00 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See "Verification Procedures" chapter for further definition.)

If the family's expenses exceed its known income, the GGHA will inquire of the family regarding contributions and gifts.

H. ALIMONY AND CHILD SUPPORT

Regular alimony and child support payments are counted as income for calculation of TTP.

If the amount of child support or alimony received is less than the amount awarded by the court, the GGHA will use the amount awarded by the court unless the family can verify otherwise.

The GGHA will accept verification that the family is receiving an amount less than the award if:

- The GGHA receives verification from the agency responsible for enforcement or collection.
- The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply a certified copy of the divorce decree.

I. LUMP SUM RECEIPTS

Lump-sum receipts counted as family income

Lump-sum amounts that represent the delayed start of a periodic payment for anything other than SSI and SS benefits are included in annual income.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income.

Deferred periodic amounts from SSI and SS benefits that are received in a lump sum or in prospective monthly amounts are excluded from annual income.

Deferred periodic payments that have accumulated due to a dispute will be treated the same as periodic payments that are deferred due to delays in processing.

Lump-sum receipts counted as family assets

Lump-sum not intended as periodic payments such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses, lottery winnings received in one payment, are excluded from annual income but may be included in assets.

Lump sums not intended as periodic payments are included in a family's assets only if the family retains some or all of the money in a form recognizable as an asset (savings account, CD). If a family were to spend the lump sum, the lump sum would not be counted as an asset.

Attorney Fees

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

J. CONTRIBUTIONS TO RETIREMENT FUNDS – ASSETS

Contributions to company retirement/pension funds are handled as follows:

- While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.
- After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

K. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The GGHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The GGHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy, a divorce or separation is not considered to be assets disposed of for less than fair market value.

The GGHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$1,000.00. If the total value of assets disposed of within a one-year period is less than \$1,000.00, they will not be considered an asset.

L. CHILD CARE EXPENSES

Child-care expenses for children younger than 13 years may be deducted from annual income if they enable an adult to work, to further his/her education (academic or vocational), or to actively seek employment. If an agency or individual outside the family reimburses the expenses, a deduction will not be given.

In the case of a child attending private school, only after-hours care can be counted as child-care expenses.

Allowability of deductions for child-care expenses is based on the following guidelines:

- Child-care for work: The maximum child-care expense allowed cannot exceed the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.
- Child-care for school: The number of hours claimed for child care may not

exceed the number of hours the family member is attending school, including reasonable travel time to and from school.

- Amount of Expense: The GGHA may survey the local care providers in the community as a guideline. If the hourly rate materially exceeds the guideline, the GGHA may calculate the allowance using the guideline.

M. MEDICAL EXPENSES

The medical expense deduction is permitted only for families in which the head or spouse is at least 62, or is a person with disabilities.

If the family is eligible for a medical expense deduction, the medical expenses of all family members are counted.

Medical expenses are expenses anticipated to be incurred during the twelve months following certification or re-certification that are not covered by an outside source such as insurance.

Allowable medical expense is that portion of total medical expenses that is in excess of 3% of annual income.

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Non-prescription medicines must be doctor-recommended in order to be considered a medical expense.

Non-prescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts.

Acupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses.

N. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is a family that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. Assistance to mixed families will be prorated. The GGHA will first determine assistance as if all family members were eligible and then prorate the assistance based upon the percentage of family members that are actually eligible. Calculations for each housing program are performed on the HUD 50058.

O. TREATMENT OF REDUCTIONS IN WELFARE

Special rules apply to HCV participants who receive welfare assistance from a government program that requires a family member to participate in an economic self-sufficiency program.

A family receiving welfare assistance from a government program with this requirement may not receive the full amount each month because of a specified welfare benefit reduction.

- *Specified welfare benefit reduction* means a reduction in welfare benefits either because of non-compliance with the requirement to participate in an economic self-sufficiency program or because of fraud in connection with the welfare program.
- **Note:** *Specified welfare benefit reduction* does not include a reduction or termination of welfare benefit for any other reasons, including:
 - Expiration of a lifetime or other time limit on welfare benefits.
 - Failure to obtain employment despite fulfillment of the requirement to participate in an economic self-sufficiency program.
 - Noncompliance with any other welfare agency requirement.
 - If a family is experiencing a specified welfare benefit reduction verified by the welfare agency, the family's welfare assistance is treated as follows during the term of the reductions:
 - The amount assistance the family is actually receiving is counted.
 - The amount by which the family's assistance has been reduced is also counted. This is called *imputed welfare income*.
 - Since the family would be receiving this income if it had not committed fraud or failed to comply with the requirement to participate in an economic self-sufficiency program, this income is imputed.
 - If the family's rent income increases for *any* reason after the sanction is imposed, the amount of the imputed welfare income is offset by the amount of additional income.
 - **Note:** Whether the new income is earned or unearned, it takes the place of the imputed welfare income during the sanction period.

Exception: The GGHA may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction. So if an applicant is under a sanction, the amount of the sanction would not be included in determining the family's annual income.

P. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

The same Utility Allowance Schedule is used for all HCV programs. A utility allowance is calculated for an assisted family if the family is responsible for paying the cost of any utilities.

The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family's actual energy consumption.

For some units, the cost of all utilities is built into the amount of rent charged by the owner. In these cases, utility allowances do not apply.

The GGHA will maintain a utility allowance schedule for all tenant-paid utilities. According to the regulations, utility allowances apply to the family's share of housing costs only when the tenant pays for utilities (except telephone), for the cost of tenant-supplied refrigerators and ranges, or for other tenant-paid housing services (e.g., trash collection). For mobile homes with space rent, the utility allowance will be a flat fee instead of the regular utility schedule. For tenants renting mobile homes, the regular utility schedule will apply.

The approved utility allowance schedule is given to families along with their voucher. The utility allowance is based on the actual unit size selected.

Costs for nonessential utilities such as cable, satellite television, and Internet service are not included in the utility schedule.

The GGHA will review the utility allowance schedule annually. If the review finds a utility rate has changed by 10 percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next reexamination.

A family whose TTP has been set at the minimum rent may receive a utility reimbursement. The amount of the utility reimbursement is the amount by which the HAP payment exceeds the rent to the owner.

Where the calculation on the HUD 50058 results in a utility reimbursement payment due the family, the GGHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the tenant.

Q. PAYMENT STANDARDS

In cases when the gross rent exceeds the payment standard, the family share will be higher than the TTP. (See Chapter on "Owner Rents, Rent Reasonableness, and Payment Standards for further information on Payment Standards.)

Chapter 9

VERIFICATION PROCEDURES

INTRODUCTION

HUD regulations require that the factors of Eligibility and Total Tenant Payment/Family Share be verified by the GGHA. The GGHA staff will begin with the highest level of verification methods and will justify through documentation use of a lower method of verification.

Applicants and program participants must provide true and complete information to the GGHA whenever information is requested. The GGHA's verification requirements are designed to maintain program integrity. This chapter explains the GGHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. The GGHA will obtain proper authorization from the family before requesting information from independent sources.

A. METHODS OF VERIFICATION AND TIME ALLOWED

The GGHA will verify information through the five methods of verification acceptable to HUD in the following order:

1. **Upfront income verification (UIV):** Verification of income through HUD'S Enterprise Income Verification (EIV) or other independent source that systematically and uniformly maintains income information in a computerized form for a larger number of individuals. For EIV-reported income sources, tenant-provided documents will be compared, and the GGHA will use the more current information to calculate income.
2. **Written Third Party Verification:** Review of original or authentic documents generated by a third party source, provided by the tenant in support of his or her statements regarding income, assets, and expenses during reexamination.

Mandatory to supplement EIV-reported income sources and when EIV has no data;

Mandatory for non-EIV reported income sources;

Mandatory when tenant disputes EIV-reported income information and is unable to provide acceptable documentation to support dispute.

3. **Written Third Party Verification Form:** Independent verification of income and or/expenses by contacting the independent income/expense source(s) supplied by the family. The verification documents will be supplied directly to

the independent source by the GGHA and returned directly to the PHA from the independent source. The GGHA will accept faxed documents. The family will be required to sign an authorization for the source to release the specified information.

4. **Oral Third Party Verification:** In the event that an independent source fails to respond to written verification requests, oral verification directly with the third (via telephone or in-person visit) will be used. Staff will document in the tenant file, the date of the telephone call, the name of the person contacted, and telephone number along with the confirmed verified information.
5. **Tenant Declaration:** Only when all other forms of verification are impossible, the GGHA will accept a self-certification, a signed affidavit or a notarized statement from the family attesting to the accuracy of the information provided.

Self-certification means a signed "Statement of Facts" form. A "Statement of Facts" form should only be used as a last resort, when the other forms of verification are unobtainable.

The GGHA will allow two weeks for return of third-party verifications and to obtain other types of verifications.

For applicants, verifications may not be more than 60 days old at the time of voucher issuance. For participants, they are valid for 120 days from date of receipt.

B. RELEASE OF INFORMATION FORMS & OTHER CONSENT FORMS

All adult family members and head and spouse, regardless of age, will be required to sign the HUD-9886 Release of Information/Privacy Act form.

In addition, family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice.

Each member requested to consent to the release of specific information will be provided at his/her request with a copy of the appropriate forms for their review and signature.

Families refusing to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by the GGHA or HUD.

C. COMPUTER MATCHING / COMPUTER VERIFICATION

Where allowed by HUD and/or other State or local agencies, computer matching will be done.

The GGHA will utilize HUD's Enterprise Income Verification system for projecting annual income when UIV data is available.

The GGHA will also utilize the Orange County Social Services Agency CALWIN system for obtaining benefit amounts.

When computer-matching results in a discrepancy with information in the GGHA records, the GGHA will follow up with the family and verification sources to resolve this discrepancy. If the family has unreported or underreported income, the GGHA will follow the procedures in the Program Integrity Chapter of the Administrative Plan.

D. ITEMS TO BE VERIFIED

The following items are to be verified:

- All income not specifically excluded by the regulations.
- Full-time student status including high school students who are 18 or over.
- Current assets including assets disposed of for less than fair market value in preceding two years.
- Child cares expense where it allows an adult family member to be employed or to further his/her education for children 12 years and under.
- Total medical expenses of all family members in the household whose head or spouse is elderly or disabled.
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an adult family member to be employed.
- Disability for determination of preferences, allowances or deductions.
- U.S. citizenship/eligible immigration status.
- Social Security Numbers for all family members over six years of age or older who have been issued a social security number.
- Local preferences used to prioritize applicants from the waiting list.

- Familial/Marital status when needed for head or spouse definition and other household members.

Verification of Reduction in Benefits for Noncompliance:

- The GGHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

E. VERIFICATION OF INCOME & ASSETS

The following areas affecting the eligibility and rental subsidy must be verified:

a. Income:

- **Employment Income**

Verification forms request the employer to specify the:

1. Dates of employment.
2. Amount and frequency of pay.
3. Date of the last pay increase.
4. Likelihood of change of employment status and effective date of any known salary increase during the next 12 months.
5. Year-to-date earnings.
6. Estimated income from overtime, tips, and bonus pay expected during next 12 months.

- **Acceptable methods of verification include, in this order:**

1. Enterprise Income Verification printouts from HUD UIV system.
2. Employment verification form completed by the employer.
3. Third-party oral verification with the employer.
4. Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year-to-date earnings.
5. W-2 forms plus income tax return forms.
6. Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program participants may be requested to sign an Authorization for Release of Information form from the Internal Revenue Service for further verification of income.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

- **Social Security (SS), Supplementary Security Income (SSI)**

Acceptable methods of verification include, in this order:

1. Enterprise Income Verification printouts from HUD UIV system.
2. Award or benefit notification letters prepared and signed by the providing agency.
3. Computer report electronically obtained or in hard copy.
4. Amount benefits reflected on applicant's/participant's bank statements.

- **Pensions, Disability Income**

Acceptable methods of verification include, in this order:

1. Award or benefit notification letters prepared and signed by the providing agency.
2. Computer report electronically obtained or in hard copy.
3. Benefit verification form completed by agency providing the benefits.

- **Unemployment Compensation**

Acceptable methods of verification include, in this order:

1. EIV printout from HUD's EIV system.
2. Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts, or EDD benefit award payment stubs.
3. Verification form completed by the unemployment compensation agency.

- **TANF/CALWORKS Payments or General Assistance**

Acceptable methods of verification include, in this order:

1. Orange County Social Services Agency CALWIN system.
2. Computer-generated Notice of Action or written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
3. GGHA verification form completed by payment provider.

- **Alimony or Child Support Payments**

Acceptable methods of verification include, in this order:

1. Child Support Payment printout.
2. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
3. GGHA verification form completed by payment provider.
4. Copy of latest check and/or payment stubs from Court Trustee. GGHA must record the date, amount, and number of the check.
5. Monthly statement from Orange County District Attorney's Office.
6. A notarized letter from the person paying the support.
7. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are irregular, the verification procedure stated above still applies. The family must provide one of the following:

1. A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.
2. A statement from the agency responsible for enforcing payments to show that the payments are irregular.
3. A notarized affidavit from the family indicating the amount(s) received.
4. A welfare notice of action showing amounts received by the welfare agency for child support.
5. A written statement from an attorney certifying that a collection or enforcement action has been filed.

- **Net Income from a Business**

Acceptable methods of verification include:

1. Self-employment/Statement of Facts form filled out by the applicant / participant.
2. IRS Form 1040, including:
 - a. Schedule C (Small Business)
 - b. Schedule E (Rental Property Income)
 - c. Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

3. Audited or un-audited financial statement(s) of the business.
4. Credit report or loan application.
5. Documents such as manifests, appointment books, cashbooks, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

- **Child Care Business**

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

- **Recurring Gifts**

The provider of the recurring gift must furnish a notarized statement of fact containing the following information:

1. The person who provides the gifts (cash or other).
2. The value of the gifts.
3. The regularity (dates) of the gifts.
4. The purpose of the gifts if applicable.

A self-certification from the family with the above information may be

submitted if the notarized statement of fact cannot be obtained.

- **Zero Income Status**

Families claiming to have no income may be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

The GGHA may request information from the State Employment Development Department.

The GGHA may run a credit report if information is received that indicates the family has an unreported income source.

The GGHA will review the applicant/participant's income/expenses every three months.

- **Full-Time Student Status**

Only the first \$480 of the earned income of full-time students, other than head, co-head, or spouse, will be counted towards family income.

Financial aid, scholarships, and grants received by full-time students are not counted towards family income.

Verification of full-time student status may include:

1. Written verification from the registrar's office or other school official.
2. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.
3. Final report of units completed 90 days following end of quarter/semester.

F. VERIFICATION OF ASSET INCOME

Family Assets Now Held

1. For non-liquid assets, sufficient information is required to determine the cash value, or the net amount the family would receive if the asset were converted to cash. These include:
 - a. Verification forms, letters, or documents from a financial institution, broker, etc.

- b. Passbooks, checking account statements, certificates of deposit, bonds or financial statements completed by a financial institution or broker.

If the tenant is unable to provide acceptable documentation, a third-party verification form will be used to verify assets.

- c. Quotes from a stockbroker or realty agent or a listing in the newspaper as to the net amount family would receive if the securities or real estate were liquidated.
- d. Real estate tax statements, if tax authority uses approximate market value.
- e. Copies of closing documents showing the selling price, the distribution of the sales proceeds and the net amount received by the tenant.
- f. Appraisals of personal property held as an investment.
- g. Family's notarized statements or signed affidavits describing assets or cash held at the family's home or in safe deposit box.
- h. IRS Forms showing net income from business held as an asset.

Assets Disposed Of For Less Than Fair Market Value During Two Years Preceding Effective Date Of Certification Or Recertification

1. For all certifications and re-certifications, GGHA will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.
2. In cases where the family certifies that they did dispose of assets for less than fair market value this certification should include:
 - a. All assets disposed of for less than fair market value
 - b. The date they disposed of the assets
 - c. The amount the family received
 - d. The assets' market value at the time of disposition

Savings Account Interest Income And Dividends

1. Acceptable forms of verification include:
 - a. Account statements, passbooks, certificates of deposit, etc., if they show

enough information and are signed by the financial institution.

- b. Broker's quarterly statements showing value of stocks or bonds and the earnings credited to the family.
- c. IRS Form 1099 from the financial institution.

The GGHA will use the average balance of the latest three months statements for checking accounts and balance on the latest statement for savings accounts.

Interest Income From Mortgages Or Similar Arrangements

- 1. Acceptable methods of verification include, in this order:
 - a. A letter from the accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for the next 12 months. It should be noted that a copy of the check paid by the buyer to the family is not sufficient verification, as an appropriate breakdown of interest and principal are not included.
 - b. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Rental Income From Property Owned By Family

- 1. One or more of the following are required to verify rental income for property owned by the family. The amounts reflected in these sources are subject to adjustment by GGHA staff based upon expected changes in the next 12 months.
 - a. IRS Form 1040 with Schedule E (Rental Income).
 - b. Copies of latest rent checks, leases, or utility bills.
 - c. Documentation of family's income and expenses in renting the property (tax statements, insurance premiums, receipts for reasonable maintenance and utilities, bank statements or amortization schedules showing monthly interest expense.
 - d. Lessee's written statement identifying monthly interest expense.

G. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

Written verification from the person who receives the payments is required. If the childcare provider is an individual, she/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

The family's certification is required as to why they need the childcare and whether any of the childcare expenses are reimbursed or paid for by another party.

Medical Expenses

Families who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims must be verified by one or more of the methods listed below:

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of:
 - The anticipated medical costs to be incurred by the family and regular payments due on medical bills; and
 - The extent to which those expenses will be reimbursed by insurance or a government agency. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
2. Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.
3. Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
4. The insurance company's, or employer's written confirmation of health insurance premiums to be paid by the family.
5. Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months. GGHA may use this approach for "general medical expenses" such as non-prescription

drugs and regular visits to doctors or dentists, but not for one-time non-recurring expenses from the previous year.

6. The GGHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities

In all cases:

- Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.
- Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

- Third party verification of costs of services provided by an agency.
- Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.
- Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

- Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
- In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

H. VERIFICATION OF NON-FINANCIAL FACTORS

Legal Identity

In order to prevent program abuse, the GGHA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise

questionable, more than one of these documents may be required. A minimum of one document must be a picture ID.

- Certificate of Birth, naturalization papers.
- Church issued baptismal certificate.
- Current, valid driver's license.
- U.S. military discharge (DD 214).
- U.S. passport.
- Voter's registration paperwork.
- Company/Agency Identification Card.
- Department of Motor Vehicles identification card.
- Hospital records.

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of Birth/Hospital records.
- Adoption papers.
- Custody agreement.
- Health and Human Services ID.
- School records.

Citizenship/Eligible Immigration Status:

To be eligible for full assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the GGHA hearing is pending.

At least one family member must be a citizen, national or non-citizen with eligible immigration status in order for the family to qualify for any level of assistance.

When a family consists of those with citizenship or eligible immigration status, and

those without eligible immigration status, assistance to the family must be prorated.

1. Immigration Categories to be Verified

- Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.
- The GGHA will not require citizens to provide documentation of citizenship. Birth Certificates are required at initial program eligibility.
- Eligible immigrants who are or will be 62 or older at the time of receiving rental assistance are required to sign a declaration of eligible immigration status and provide proof of age.
- Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents that are copied front and back and returned to the family. The GGHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the GGHA must request within ten days that the INS conduct a manual search.
- Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.
- Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

2. Failure to provide immigration documents:

If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

3. Time of Verification & Extension of Time to Provide Documents

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination/at the time of initial application.

The GGHA will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the family.

For family members added after other members have been verified, the verification occurs at the time the written request to add member and appointment for interim is conducted.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, the GGHA must conduct the determination.

The GGHA will grant an extension of 30 days for families to submit evidence of eligible immigration status.

4. Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551).
- Alien Registration Receipt Card (I-151).
- Arrival-Departure Record (I-94).
- Temporary Resident Card (I-688).
- Employment Authorization Card (I-688B).
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A Birth Certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

The GGHA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.

If the GGHA determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated unless the ineligible individual has already been considered in prorating the family's assistance.

Social Security Numbers

Social Security Numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. It is

GGHA policy to require Social Security Numbers for all members. Social security cards issued by the social security administration will be used as verification. If a family member cannot produce a Social Security Card, he/she will be required to apply for the social security card through the Social Security Administration and provide proof. When necessary, the GGHA will create an alternate ID number to be used until a social security card has been issued.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect. An alternate identification number will be created for this family member.

Marital Status

Verification of marriage status is a marriage certificate.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of divorce status will be a certified copy of the divorce decree, signed by a court officer.

Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will always be required if applicable:

- Verification of relationship.
- Official identification showing names.
- Birth Certificates.
- Baptismal Certificates.
- Verification of Guardianship.
- Court-ordered assignment.
- Affidavit of parent.
- Verification from social services agency.
- School records.

Permanent Absence of Family Member

If an adult member of the household is reported permanently absent by the family, the GGHA will consider any or a combination of the following as verification:

- Husband or wife institutes divorce action.
- Husband or wife institutes legal separation.
- Order of protection/restraining order obtained by one family member against another.
- Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.
- Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.
- If the adult family member is incarcerated, a document from the court or correctional facility should be obtained stating how long they will be incarcerated.

If no other proof can be provided, the GGHA will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.

Change in Family Composition

The GGHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional. This certification may be renewed yearly.

I. VERIFICATION OF WAITING LIST PREFERENCES

Local Preferences

First Preference – Residency

For families who live or have lived, work, or have been hired to work in the jurisdiction of the GGHA.

- In order to verify that an applicant is a resident, the GGHA will require at least one of the following documents: rent receipts, leases, utility bills, employer or agency records, school records, drivers licenses, voters registration records, credit reports, statement from household with whom the family is residing.

For families who have been hired to work in jurisdiction of the GGHA, a statement from the employer will be required.

Second Preference – U.S. Veteran Status

This preference is available to current member of the U.S. military armed forces, U.S. veterans, or surviving spouses of U.S. veterans.

The GGHA will require U.S. government documents that indicate that the applicant qualifies under the above definition.

Third Preference – Emergency Situations

The GGHA will require written verifications from appropriate agencies that can substantiate the emergency situations. See chapter 6 for a list of applicable emergency situations.

The following verification will be required these emergency situations:

Domestic Violence

1. Written verification from police, social service agency, court, clergy person, physician, and/or public or private facility giving shelter and/or counseling to victims.
2. The abuser will not be allowed to return to the household without a written request from the family and advance approval from the GGHA. The GGHA will require verification of the following:
 - That the family members involved have attended a counseling program (if requested by the GGHA).

- Statement from social worker, psychologist, or other professional familiar with the abuser that he/she has received counseling/treatment.
- Statement from local law enforcement agency that no complaints have been filed since the date of the preference approval.

Displacement by the City of Garden Grove Community Development Department Programs/Projects or displacement by natural disaster

1. Written verification/referral will be required from the appropriate agency.

Homeless Shelter referrals

1. Families/Individuals referred by a homeless shelter provider located in the City of Garden Grove. The agency must have entered into a Memorandum of Understanding (MOU) with the GGHA to continue to provide support services to the family or individual for a year to insure that they are successful in their transition to permanent housing.

Witness Protection Program

1. Written verification/referral will be required from the appropriate agency.

Chapter 10

VOUCHER ISSUANCE AND BRIEFINGS

INTRODUCTION

The GGHA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, the GGHA will conduct a mandatory briefing to ensure that families know how the program functions. The briefing will provide a broad description of owner and family responsibilities, GGHA procedures, and how to lease a unit. The family will also receive a briefing packet that provides more detailed information about the program. This chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

A. ISSUANCE OF VOUCHERS

When funding is available, the GGHA will issue vouchers to applicants whose eligibility has been determined. The number of vouchers issued must ensure that the GGHA stays as close as possible to 100 percent lease-up. The GGHA performs a monthly calculation to determine whether applications can be processed, the number of vouchers that can be issued, and to what extent the GGHA can over-issue (issue more vouchers than the budget allows to achieve lease-up).

The GGHA may over-issue vouchers only to the extent necessary to meet leasing goals. If the GGHA finds it is over-leased, it must adjust future issuance of vouchers in order not to exceed the Annual Contributions Contract (ACC) budget limitations over the fiscal year.

B. BRIEFING TYPES AND REQUIRED ATTENDANCE

Initial Applicant Briefing

A full HUD-required briefing will be conducted for eligible applicant families. The briefings will be conducted in group meetings. Families who attend group briefings and still have the need for individual assistance will be referred to their assigned housing specialist. Briefings will be conducted in English, Spanish, and Vietnamese.

The purpose of the briefing is to explain the program functionality and the documents in the voucher holder's packet so that the families are fully informed about the program. This will enable them to utilize the program to their advantage and it will prepare them to discuss it with potential owners and property managers.

The GGHA will not issue a voucher to a family unless the household representative has attended a briefing and signed the voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend two scheduled briefings, without prior notification and approval of the GGHA, may be denied admission. The GGHA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation. Families living out of state will be allowed a telephone briefing.

Briefing Packet

The documents and information provided in the briefing packet for the voucher program will comply with all HUD requirements.

The family is provided with the following information and materials:

- The term of the voucher and the GGHA policy for requesting extensions or suspensions of the voucher.
- A description of how the GGHA determines the payment standard, total tenant payment (TTP), maximum rent, rent reasonableness standard and information regarding utility allowance.
- Locations where the family may lease a unit and information on the portability and mobility procedures for families that qualify to lease a unit outside of the GGHA jurisdiction.
- The HUD required tenancy addendum, which must be included in the lease.
- The Request for Approval of Tenancy form and a description of the procedure for requesting approval for a unit.
- The GGHA subsidy standards including when and how exceptions are made and how the voucher size relates to the unit size selected.
- The HUD brochure "A Good Place to Live" on how to select a unit that complies with the Housing Quality Standards (HQS).
- The HUD brochure on lead-based paint and contact information regarding where blood level testing is available.
- Information on federal, state, and local equal opportunity laws and a copy of the Housing Discrimination Complaint form. Information on fair housing laws, guidelines and the phone numbers of the local fair housing agencies and the HUD enforcement office.

- A list of available units from landlords wishing to participate in the program & a list of areas where rental properties may be found.
- Notification of Rights and Obligations – Violence Against Women Act.
- A list of surrounding housing authorities.
- A guide to the Housing Choice Voucher Program.
- If the family includes a person with disabilities, per family's request GGHA will provide a list of units and note which ones are accessible.
- The Family Obligations under the program.
- The grounds on which the GGHA may terminate assistance for a participant family because of family action or failure to act.
- The GGHA informal hearing procedures including when the GGHA is required to offer a participant family the opportunity for an informal hearing and how to request the hearing.
- A map showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families.
- An HQS checklist.
- Procedures for notifying the GGHA and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner's failure to repair of units.
- The family's rights as a tenant and a program participant.
- Requirements for reporting changes between annual recertifications.
- Information on security deposits and legal referral services.
- Choosing a unit carefully and only after due consideration.
- The Family Self-Sufficiency program and its advantages.

Move Briefing

A move briefing will be held for participants who will be reissued a voucher to move and have given notice of intent to vacate to their landlord. This briefing includes incoming and outgoing portable families.

C. HOUSING SEARCH ASSISTANCE

The GGHA will investigate and analyze when voucher holders are experiencing difficulties locating or obtaining housing units outside areas of concentration.

The assistance provided to such families includes:

- Information regarding mobility option for units anywhere in Orange County.
- Providing families with a Tenant Contact Record to gather and record information.
- Direct contact with landlords.
- Counseling with the family.
- Providing information about support services in various non-impacted areas.
- Meeting with neighborhood groups to promote understanding.
- Formal or informal discussions with landlord groups.
- Formal or informal discussions with social service agencies.
- Meeting with rental referral companies or agencies.
- Meeting with fair housing groups or agencies.

D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

The GGHA will provide participants with a copy of the Housing Discrimination Complaint form (HUD form 903) to file a complaint.

E. SECURITY DEPOSIT REQUIREMENTS

The owner is not required to, but may collect a security deposit from the tenant. Security deposits charged to families may be any amount the owner wishes to charge, subject to the following conditions:

- Security deposits charged by owners may not exceed those charged to unassisted tenants nor the maximum prescribed by State or local law.

F. TERM OF VOUCHER

During the briefing session, each household will be issued a voucher that represents a contractual agreement between the GGHA and the family specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and contract become effective.

Expirations

The voucher is valid for a period of at least 60 calendar days from the date of issuance. The family must submit a Request for Tenancy Approval (RTA) and a lease within the 60-day period unless an extension has been granted by the GGHA. Portability vouchers are allowed 120 days.

If the voucher has expired and has not been extended by the GGHA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

Suspensions

When an RTA is received, the GGHA stops the time limit on the 60-day term of the voucher. If for any reason this RTA is not approved, the time limit on the 60-day term of the voucher will revert back to its original issuance date with no stoppage.

Extensions

A family must submit a Tenant Contact Record to qualify for an extension of the voucher time period. All requests for extensions must be received prior to the expiration date of the voucher.

Extensions are permissible at the discretion of the GGHA up to a maximum of an additional 60 days primarily for these reasons:

- Extenuating circumstances such as hospitalization or a family emergency for an extended period of time that has affected the family's ability to find a unit within the initial 60-day period. Verification is required.
- The GGHA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the GGHA, throughout the initial 60-day period. Completed Tenant Contact Records are required.
- The family was prevented from finding a unit due to disability accessibility requirements or large size (4 or more) bedroom unit requirement. The Tenant Contact Record is part of the required verification.

The GGHA extends vouchers in one or more increments. Unless approved by the housing authority supervisor, no more than two extensions of 30 days will be allowed. Vouchers can be extended beyond 120 days, not to exceed 180 days.

Assistance to Voucher Holders

Families who require additional assistance during their search may call the GGHA office to request assistance. Voucher holders will be notified at their briefing session that the GGHA periodically updates the listing of available units and how the updated list may be obtained.

The GGHA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

Families who need reasonable accommodations may call the GGHA and request assistance.

G. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

In those instances when a family assisted under the HCV program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the housing authority supervisor shall consider the following factors to determine which of the families will continue to be assisted:

- Which of the two new family units has custody of dependent children.
- Which family member was the head of household when the voucher was initially issued (listed on the initial application).
- The composition of the new family units and which unit contains elderly or disabled members.
- Whether domestic violence was involved in the breakup.
- Which family members remain in the unit.
- Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, the GGHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER

To be considered the remaining member of the tenant family, the person must have been previously approved by the GGHA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

- The court has to have awarded emancipated minor status to the minor, or
- The GGHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a reduction in the voucher family unit size.

Chapter 11

REQUEST FOR APPROVAL OF TENANCY AND CONTRACT EXECUTION

INTRODUCTION

The GGHA's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. The GGHA's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a Voucher, they may search for a unit anywhere within the jurisdiction of the GGHA or outside of the GGHA's jurisdiction if they qualify for portability/mobility. The family must find an eligible unit under the program rules with an owner who is willing to enter into a Housing Assistance Payment Contract with the GGHA. This chapter defines the types of eligible housing, the GGHA's policies that pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests for Tenancy Approval (RTA).

A. REQUEST FOR TENANCY APPROVAL

The RTA and a copy of the proposed Lease, including the HUD prescribed tenancy addendum must be submitted by the family during the term of the Voucher. The family must submit the RTA in the manner required by the GGHA.

The RTA must be signed by the owner and the Voucher holder.

The GGHA will not permit the family to submit more than one RTA at a time.

The GGHA will review the proposed lease and the RTA documents to determine whether or not they are approvable. The assisted tenancy and HAP execution will be approved if:

- The unit is an eligible type of housing.
- The unit meets HUD's Housing Quality Standards, and the City of Garden Grove's Building/Housing Code as described in the Housing Quality Standard and Inspections chapter.
- The proposed lease complies with HUD and GGHA requirements. (See "Lease Review" section below.)
- The owner is approvable, and there are no conflicts of interest. (See "Owner Disapproval" next section.)
- Rent charged by Owner is reasonable as described in the Owner Rents, Rent Reasonableness and Payments Standards chapter.

In addition to the previous section, at the time a family initially receives assistance (new admissions and moves), the family share of rent may not exceed 40 percent of the family monthly-adjusted income (See "Owner Rents, Rent Reasonableness and Payment Standards" chapter of this Administrative Plan).

Disapproval of RTA

If the GGHA determines that the RTA cannot be approved for any reason, the landlord and the family will be notified. The GGHA will instruct the owner and family of the steps that are necessary to approve the RTA.

When, for any reason, an RTA is not approved, the GGHA will furnish another RTA form to the family so that the family can continue to search for eligible housing.

B. ELIGIBLE TYPES OF HOUSING

The GGHA will approve any of the following types of housing in the HCV program:

- All structure types can be utilized.
- Manufactured homes where the tenant leases the mobile home and the pad.
- Manufactured homes where the tenant owns the mobile home and leases the pad.
- Single Room Occupancy.

The GGHA may not permit a HCV holder to lease a unit that is receiving Project-Based Section 8 assistance or any duplicative rental subsidies.

C. LEASE REVIEW

The tenant must have legal capacity to enter a lease under State and local law. Responsibility for utilities, appliances, and optional services must correspond to those provided on the RTA.

The family and owner must submit a standard form lease used in the locality by the owner and that is generally used for other unassisted tenants in the premises. The terms and conditions of the lease must be consistent with State and local law. The lease must specify what utilities and appliances are to be supplied by the owner and what utilities and appliances are to be supplied by the family.

House Rules of the owner may be attached to the lease as an addendum, provided they are approved by the GGHA to ensure they do not violate any fair housing provisions and do not conflict with the tenancy addendum.

D. SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

- Owners and families may execute separate agreements for services, appliances (other than range and refrigerator), and other items that are not included in the lease if the agreement is in writing and approved by the GGHA.
- If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.
- All agreements for special items or services must be attached to the lease approved by the GGHA. If agreements are entered into at a later date, they must be approved by the GGHA and attached to the lease.

Any appliances, services, or other items that are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. If there is to be a separate agreement, the family must have the option of not utilizing the service, appliance, or other item.

The GGHA will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

E. INFORMATION TO OWNERS

In accordance with HUD requirements, the GGHA will furnish prospective owners with the family's current address as shown in the GGHA's records and, if known to the GGHA, the name and address of the landlord at the family's current and prior address.

The GGHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The GGHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. This notification is listed on the RTA Packet and in the Garden Grove Housing Authority's Owners Manual. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity, or other criminal activity that is a threat to the health, safety, or property of others, and compliance with other essential conditions of tenancy.

A statement of the GGHA's policy on release of information to prospective landlords will be included in the briefing packet that is provided to the family.

The GGHA may provide documented information regarding tenancy history to prospective landlords upon request.

- Eviction history.
- Damage to rental units.

- Other aspects of general tenancy history.

The information will be provided orally.

F. OWNER DISAPPROVAL

See the chapter "Owner Disapproval and Restriction."

G. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports changes in factors that will affect the TTP prior to the effective date of the HAP contract at admission, the information will be verified and the TTP will be recalculated. If the family does not report any change, the GGHA need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 days old.

H. CONTRACT EXECUTION PROCESS

The GGHA prepares the Housing Assistance Contract for execution. The family and the owner will execute the Lease agreement and the owner and the GGHA will execute the HAP Contract. The GGHA will retain a copy of all signed documents. A copy of the contract will be provided to the owner. A copy of the tenancy addendum will be provided to the family.

The GGHA makes every effort to execute the HAP Contract before the commencement of the lease term. The HAP Contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

The Housing Authority Manager and Housing Authority Supervisors are authorized to execute a contract on behalf of the GGHA Housing Authority.

Owners must provide an Employer Identification Number or Social Security Number.

Owners must also submit proof of ownership of the property, such as a Grant Deed or Tax Bill, and a copy of the Management Agreement if a management agent manages the property.

The owner must provide a home or cell telephone number and business number if applicable.

I. CHANGE IN OWNERSHIP

See the chapter "Owner Disapproval and Restriction."

Chapter 12

HOUSING QUALITY STANDARDS AND INSPECTIONS

INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The GGHA will inspect each unit under contract at least annually. The GGHA will also have a supervisor (or other qualified person) perform quality control inspections on the number of files required for file sampling by SEMAP annually to maintain the GGHA's required standards and to assure consistency in the GGHA's program. This chapter describes the GGHA's procedures for performing HQS and other types of inspections, and GGHA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and GGHA requirements. (See the additions to HQS listed under "Acceptability Criteria and Exceptions to HQS" later in this chapter.)

A. GUIDELINES/TYPES OF INSPECTIONS

The GGHA has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations. Within the jurisdiction of the Garden Grove Housing Authority, HQS will include City municipal building codes.

All units must meet the minimum standards set forth in the City of Garden Grove's Building/ Housing Code. In cases of inconsistency between the Code and these HQS, the stricter of the two shall prevail.

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. The GGHA will not promote any additional acceptability criteria that are likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

There are four types of inspections the GGHA will perform:

- Initial/Move-in.
- Annual.
- Special/Complaint.
- Quality Control.

B. INITIAL HQS INSPECTION

Timely Initial HQS Inspection

Once the GGHA receives the RTA we will notify and perform the initial inspection within 15 days if unit is available for inspection. The GGHA will inspect the unit and determine whether the unit satisfies the HQS requirement.

The GGHA will make every reasonable effort to conduct initial HQS inspections for the family and owner in a manner that is time efficient and indicative of good customer service.

All utilities must be in service prior to the inspection. If the utilities are not on, the unit will not be inspected. The Inspector will notify the owner to have the utilities turned on. After notification that the utilities are on, the inspector will schedule an inspection.

If the tenant is responsible for supplying the stove and/or the refrigerator, the GGHA will allow the stove and refrigerator to be placed in the unit after the unit has passed all other HQS. The family must then certify that the appliances are in the unit and working. The GGHA will not conduct a reinspection.

The GGHA will periodically review the average time required for a family and owner to have a unit inspected from the time the RTA is submitted by the family and owner to the GGHA.

If the GGHA determines after a review of files that the average time for a family and owner to obtain an initial inspection is longer than 15 days, the GGHA will review staffing needs relevant to HQS inspection.

The Initial Inspection will be conducted to:

- Determine if the unit and property meet HQS as defined in this Plan.
- Document the current condition of the unit to assist in future evaluations.
- Document the information to be used to determine rent-reasonableness and comparable rent.

If the unit fails the initial inspection, the owner will be advised to notify the GGHA once repairs are completed. The owner will be given up to 30 days to correct the items noted as Fail. Depending on the amount and complexity of work to be done, additional days may be granted at the discretion of the GGHA.

If the time period given by the Inspector to correct the repairs has elapsed, the family must select another unit.

Units with illegal conversions may be cancelled immediately and not allowed on the program, unless the City of Garden Grove Building Department approves the conversions.

C. ANNUAL HQS INSPECTIONS

The GGHA conducts an inspection in accordance with Housing Quality Standards at least annually, as required by SEMAP. Special inspections may be scheduled between anniversary dates.

The owner must correct HQS deficiencies that cause a unit to fail. Repairs must be completed within a maximum period of 30 days. If it is a fail for which the tenant is responsible, the owner can arrange to charge the tenant. If the family was responsible for a breach of HQS identified in the "Denial or Termination of Assistance" chapter of this Administrative Plan, they will be advised of their responsibility to correct.

It may be requested that illegal conversions/alterations be corrected by the owner and approved by the Building Department to comply with city code.

The family must allow the GGHA to inspect the unit at reasonable times with reasonable notice. Reasonable hours to conduct an inspection are Monday – Friday between 8:00 a.m. and 4:30 p.m.

The GGHA will notify the family by mail of their scheduled inspection prior to the inspection appointment. If the family is unable to be present, they must reschedule the appointment with proper notice so that the inspection is completed within the same month.

If the family is not home when the inspector goes to the unit for inspection, a door hanger will be left. The tenant must contact the Inspector to schedule another inspection, within the specified timeframe. If the family does not contact the GGHA, or if the family misses two inspection appointments, the GGHA will consider the family to have violated a Family Obligation and their assistance may be terminated in accordance with the termination procedures in the Plan.

The family must have someone over the age of 18 in the unit at the time of inspection.

Reinspection

If the annual inspection fails, GGHA will notify the family and the owner of the fail items and the date of reinspection. If the family is not at home for the reinspection appointment, a door hanger will be left at the unit. The reinspection letter contains a warning of abatement.

Time Standards for Repairs

The owner must correct emergency items, which endanger the family's health or safety, within 24 hours of notification. (See "Emergency Repair Items" section.) For non-emergency items, repairs must be made within a maximum of 30 days. For major repairs, the Housing Authority Supervisor may approve an extension beyond 30 days.

D. MOVE-OUT AND CLOSE-OUT INSPECTION

Move-out inspections are performed as a courtesy to the landlord or tenant since the GGHA has no liability on the unit for unpaid rent-damages or vacancy. Project Based Vouchers are the only exception (see the Project Based Chapter). However, if an owner or a tenant asks for a move-out inspection, it will be conducted for the sole purpose of documenting the condition of the unit, not to assume or imply any liability.

E. SPECIAL/COMPLAINT INSPECTIONS

If at any time the family or owner notifies the GGHA that there is a problem in the units, the GGHA may conduct an inspection.

The GGHA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The GGHA will inspect only the items that were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party may be required to make the necessary repairs.

If the annual inspection date is within 120 days of a special inspection, and as long as all items are inspected that are included in an annual inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

F. QUALITY CONTROL INSPECTIONS

Quality Control inspections are performed by the Senior level staff on the number of files required by SEMAP. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections and to ensure that there is consistency among inspectors in application of the HQS. The sampling of files will include recently completed inspections (within the prior three months), a cross-section of neighborhoods, and a cross-section of inspectors.

G. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

The GGHA adheres to the acceptability criteria in the program regulations with the additions described below.

All repairs must be completed in a workmanlike manner.

Electrical:

- All three-pronged outlets must be properly wired and grounded, and not hot, neutral, or reversed. GFCI outlets are allowed.
- Light bulbs must be present in all sockets.
- All lighting fixtures must be installed as per manufacturer's specifications and secured properly.

Walls:

- On new leases, the interior of the unit must be freshly painted.
- Wallpaper must be in good condition with no peeling.
- In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.
- Any exterior or interior surfaces with peeling or chipping paint must be properly repaired. If the unit was built prior to 1978, the landlord must follow safe lead-based paint practices.

Windows:

- All windows must have an approved locking mechanism. A stick cannot be the sole locking mechanism.
- All windows must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated windows must be replaced.
- Windows must be weather-stripped as needed to ensure a watertight seal.
- Window screens must be in good condition with no tears or holes and must fit properly with no gaps.
- Any room used for sleeping must have a window.
- If there is only one window in the room and there is no other egress, no air-conditioning unit will be allowed.

- Windows that open vertically must have a working spring, mechanism or sash.
- Windows designed to be opened must be functional. Windows must be easy to open, remain open, and close.
- If window security bars or security screens are present on emergency exit windows, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Doors:

- All bolt locks on exterior doors must be single cylinder.
- All interior doors must have no holes, have all trim intact, and be operable without the use of a key. Hasp locks, double cylinder locks and keyed locksets are not permitted on any interior doors.
- All exterior doors must be solid core or metal.
- Doors leading from the garage must be fireproof, solid-core, or metal and must be self-closing.
- "Under no circumstances shall a private garage have any opening into a room used for sleeping purposes. (CBC 312.4)
- All exterior doors must be weather-tight to avoid any air or water infiltration. They must be lockable, have no holes, have all trim intact, and have a threshold.
- Sliding doors need sliding screen doors.

Floors:

- All hardwood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be re-secured and made level. If a board cannot be leveled, it must be replaced.
- All floors must be in a finished state (e.g. no plywood).
- All floors should have some type of baseboard, trim, or sealing for a "finished look." Vinyl baseboard may be used for kitchens and bathrooms.
- Carpeting must be clean and in good condition with no exposed tacks, worn padding, bubbled surface, or worn or frayed sections.

- Tiles: no chipping/cracking or missing tiles permitted.

Bathrooms:

- All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.
- Faucet aerators need to be present and in working order.
- All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.
- All toilets must be secured at the base.
- If there is suspect mold on the floor, the landlord needs to determine the cause and repair the problem and/or replace the flooring.
- All sinks must have running hot and cold water.
- Sinks should be in good condition, operate correctly and be free of serious cracks, chips or rust.
- There must be adequate water pressure in the unit.
- There must be no sign of discoloration or deterioration under the sink.

Smoke Detectors:

- Smoke detectors are required in each bedroom, hallways or path leading to the bedrooms.
- If there is no working smoke detector or if the GGHA determines that the family has purposely disconnected the smoke detector (by removing batteries or other means), and there are no other working smoke detectors the family will be required to repair the smoke detector within 24 hours
- The GGHA will warn any family determined to have purposely disconnected the unit's smoke detector. The warning will state that deliberate disconnection of the unit's smoke detector is a health and fire hazard and is considered a violation of HQS and it is a violation of their family obligations.

Carbon Monoxide Devices:

- The Carbon Monoxide Poisoning Prevention Act (Senate Bill – SB 183) requires all units with an attached garage or a fossil fuel source to install carbon monoxide alarms. The carbon monoxide alarms are required outside of sleeping areas and on each level of the residence.

Bedrooms:

- Doors are required on all bedrooms. No keyed locks or single or double cylinder locks are permitted on bedroom doors.
- Bedrooms in basements or attics are not allowed unless they meet local code requirements and must have adequate ventilation and emergency exit capabilities.
- Minimum bedroom ceiling height is 7'6" or to local code, whichever is greater. Sloping ceilings may not slope to lower than five feet in the 70 square foot area.
- No item may be placed in a room in such a way as to block fire exits.
- Glass doors and slatted doors are not acceptable as a bedroom door.

Exterior:

- Street numbers and unit numbers must be present and visible from the street.
- Graffiti must be removed or painted over if located on the structure or fence.
- Stairways must be in good working condition.
- Driveways must be free of pot holes, and in good condition.
- All wood surfaces, must be free of termite damage and wood rot.
- Parking must be sufficient for the number of units in complex.

Pools:

- Pools must be in good condition filled with clean water or if not used, filled with sand. If sand is used, the landlord must get the approval from the City of Garden Grove's Municipal Building Services Division.
- Fences around pools must be at least five feet high and must have a self-closing, self-latching gate. Dwelling or accessory structures within the parcel of land in which the pool is situated may be used as part of the pool enclosure.
- Jacuzzis, ponds and waterfalls that have a depth of 18" or more have the same requirements as pools.

General:

- Dumpsters are required on all buildings with four or more units and must be monitored to assure adequate pick-ups.
- Fencing around the property must be in good condition.

Air-Conditioners, dishwashers, and any additional amenities:

- All items that pertain to the unit, must function as per their original intent and purpose.
- If a non-functioning item is removed from a unit, a workmanlike repair must be done to correct the area where the item was removed (i.e. installing a cabinet in place of a dishwasher, repairing a wall or replacing a window where an air conditioner had been removed).

Water Heaters:

- All units must have the correct temperature-pressure relief valve according to the PSI needed for the size of water heater.
- Water heater must have two earthquake straps that comply with the most recent City municipal building codes. Seismic brace shall be minimum one inch by 26-gauge galvanized steel strap, and fastened to wood studs in the wall with screws.
- T & P relief valve drain shall extend from the valve to the outside of the building with the end of the pipe not more than two feet nor less than six inches above the ground and pointing downward. T & P relief valve minimum size to be 3/4 inch. Where a water heater is installed in the middle of a house and is impossible to plumb to the outside, other safety protection devices may be used, such as a 210-watt safety valve for gas water heaters only.
- Garage installation, 18 inches above the floor to burner.
- Ground installation shall rest on level concrete or other approved base not less than three inches above the adjoining ground level.
- When installed in an enclosure, it must be protected from the elements, and properly vented
- If the gas water heater is installed in a kitchen or laundry room, it must have a proper shield built around it.

- Prohibited locations shall not allow gas water heaters to be installed in a bedroom, bathroom, clothes closet, or other confined space opening into a bath or bedroom.

Thermal Environment:

- The dwelling unit must be able to provide a thermal environment that is healthy for the human body.
- There must be a safe system for heating the dwelling unit, such as electric baseboard, radiator, or forced air systems. In order to ensure a healthy living environment appropriate for the climate, the system must be able to provide adequate heat either directly or indirectly to each room.
- The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Portable electric heaters are acceptable but cannot be the sole heating source of the unit.
- Adequate heat is required in all rooms used for living; the heat source does not have to be located in each room as long as the heat can pass to the appropriate space and meet the definition of adequate. Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units located in climatic areas where permanent heat systems are required.

Kitchens:

- Pilot lights that are present on gas stoves must be in proper working order.
- All burners and the broiler must be in working order.
- The oven must work and have racks.
- Do not store any flammable items in the stove.
- All equipment in the kitchen must be in working order (i.e. dishwasher, stove, wall-oven, refrigerator, stove hood, etc.).
- Microwave ovens can be substituted for a working stove as long as it is acceptable to the tenant and other non-subsidized tenants are offered the same.

Refrigerators:

- Refrigerators must be properly installed on a nonflammable surface.
- All refrigerators will be inspected.

- The refrigerator must have proper temperatures for freezing and cooling foods.
- Inoperable refrigerators must be repaired or removed.

Modifications:

- Modifications or adaptations to a unit due to a disability must meet all applicable HQS codes.
- Extension for repair items not required by HQS may be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. GGHA may allow execution of the HAP contract if the unit meets all requirements and the modifications do not affect the livability of the unit.

Animals:

- Dogs or other types of animals must be contained at all times during an inspection.

Employee Dress:

- The inspectors have the option of wearing protective gloves.
- During warmer weather, inspectors are permitted under City of Garden Grove dress guidelines to dress in summer attire, which includes Bermuda shorts.
- At no time will inspectors be permitted to remove their shoes during an inspection. This is a safety and workers compensation issue.

H. EMERGENCY REPAIR ITEMS

The following items are considered of an emergency nature and must be corrected within 24 hours of notice by the Inspector:

- Lack of security for the unit.
- Waterlogged ceiling in imminent danger of falling.
- Major plumbing leaks or flooding.
- Natural gas leak or fumes.
- Electrical problem that could result in shock or fire.
- No heat when outside temperature is below 60 degrees Fahrenheit and temperature inside unit is below 50 degrees Fahrenheit.

- Utilities not in service.
- No running hot water.
- Broken glass where someone could be injured.
- Obstacle that prevents tenant's entrance or exit.
- Lack of functioning toilet.
- No working smoke detectors.

The GGHA may give a short extension (not more than 24 additional hours) whenever the responsible party cannot be notified or it is impossible to affect the repair within the 24-hour period.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by the GGHA.

If the emergency repair item(s) are not corrected in the time period required by the GGHA and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the GGHA and it is an HQS breach that is a family obligation, the GGHA will terminate the assistance to the family.

I. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)

When it has been determined that a unit on the program fails to meet Housing Quality Standards and the owner is responsible for completing the necessary repair(s) in the time period specified by the GGHA, the assistance payment to the owner will be abated.

Abatement

A Notice of Abatement will be sent to the owner and the abatement will be effective from the first day of the month following the abatement notification.

The GGHA will inspect abated units within two days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day after the unit passes inspection.

The family will be notified of the reinspection.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The notice of abatement states that the tenant is not responsible for the GGHA's portion of rent that is abated.

Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Proposed Termination Notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination may be rescinded by the GGHA if the tenant chooses to remain in the unit.

J. DETERMINATION OF RESPONSIBILITY

Certain HQS deficiencies are considered the responsibility of the family:

- Tenant-paid utilities not in service.
- Failure to provide or maintain family-supplied appliances.
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear.

"Normal wear and tear" is defined as items that could be charged against the tenant's security deposit under state law or court practice.

The owner is responsible for all other HQS violations.

The owner is responsible for all infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The GGHA may terminate the family's assistance on that basis.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

K. CONSEQUENCES IF FAMILY IS RESPONSIBLE

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the GGHA will encourage the owner to require the family to make any repair(s) or corrections within 15 - 30 days. If the repair(s) or correction(s) are not made in this time period, the GGHA may terminate assistance to the family, after providing an opportunity for an informal hearing. Extensions in these cases must be approved by Housing Authority Supervisor. The owner's rent

will not be abated for items that are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

Chapter 13

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

INTRODUCTION

It is the GGHA's responsibility to ensure that the rents charged by owners are reasonably based upon unassisted comparables in the rental market. This chapter explains the GGHA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM

The rent to owner is limited by rent reasonableness. The GGHA must demonstrate that the Rent to Owner is reasonable in comparison to rent for other comparable unassisted units.

At the time the family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, the family share may not exceed 40% of the family's monthly adjusted income.

During the initial term of the lease, the owner may not raise the rent.

B. MAKING PAYMENTS TO OWNERS

Once the HAP Contract is executed, the GGHA begins processing payments to the owner. A HAP Register will be used as a basis for monitoring the accuracy of payments. Checks are disbursed by the Finance Department of the City of Garden Grove to the owner prior to the first of the month.

Checks that are not received will not be replaced until 10 working days have passed followed by a "stop payment" being issued. Once the stop payment has been issued and it has been determined that the payment has not already been cashed, a check will be reissued as quickly as possible and mailed to the owner.

Excess Payments

The total tenant payment and the GGHA housing assistance payment to the owner may not exceed the contract rent. The owner must immediately return any excess payment to the rightful party.

Owners who do not return excess payments will be subject to penalties as outlined in the "Owner or Family Debts to the GGHA" chapter of this Administrative Plan.

Late Payments to Owners

It is a local business practice in the County of Orange for property managers and owners to charge tenants a reasonable late fee for rents not received by the owner or property manager by the due date, notwithstanding any grace period which is typically 3 days past the first of the month.

Therefore, in keeping with generally accepted practices in the local housing market, the GGHA must make housing assistance payments to the owner promptly and in accordance with the HAP contract.

The GGHA may pay a \$25.00 or 5%, whichever is greater, late fee to the owner for housing assistance payments that are not mailed to the owner by the third day of the month, but only if requested by the owner.

The receipt of payment the GGHA uses is the date upon mailing payment. The GGHA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond the GGHA's control, such as a delay in the receipt of program funds from HUD. The GGHA will use administrative fee income or the administrative fee reserve as its only source for late payment penalty. The GGHA will not pay a late fee if it is not requested by the owner.

C. RENT REASONABLENESS DETERMINATIONS

The GGHA will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market.

The GGHA will not approve a lease until the GGHA determines that the initial rent to owner is a reasonable rent. The GGHA must redetermine the reasonable rent before any increase in the rent to owner or if there is a 5% decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or redetermined by the GGHA.

The owner will be advised that by accepting each monthly housing assistance payment s/he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give the GGHA information on rents charged by the owner for other units in the premises or elsewhere. The GGHA may request information on the owner's units elsewhere if the GGHA has cause to demonstrate that the owner has a tendency to charge higher rents to program participants or if needed for rent reasonableness comparables.

The market areas for rent reasonableness are census tracts within the GGHA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

1. Location
2. Quality
3. Size (number of Bedrooms/square footage)
4. Unit type
5. Date built
6. Amenities (bathrooms; dishwasher; air conditioning; etc.)
7. Management Services
8. Maintenance Services
9. Utilities

Rent Reasonableness Methodology

The GGHA maintains an automated database which includes data on unassisted units for use by staff in making rent reasonableness determinations. Owners participating in the HCV program provide data on their own properties that do not receive rental assistance. The inspection staff inputs additional rent comps into the database each month. This information is gathered from newspapers, realtors, professional associations, inquiries of owners, market surveys and other sources.

D. OWNER-INITIATED RENT DETERMINATIONS

The GGHA must make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment.

The GGHA must determine whether the proposed rent is reasonable before a HAP Contract is signed. The GGHA will negotiate the rent with the owner if needed. The owner must not change the rent during the initial lease term. Subsequent requests for rent adjustments must be consistent with the lease between the owner and the

family. Rent increases may not be approved if the unit is in a failed condition or if the unit does not warrant an increase.

Upon receiving the request from the owner, the GGHA will determine whether the requested increase is reasonable and notify the owner within a timely manner.

All rent adjustments will be effective the first of the month following 60 days after the GGHA's receipt of the owner's request or on the date specified by the owner, whichever is later.

The notice of rent change does not affect the automatic renewal of the lease and does not require a new lease or contract.

E. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM

The Payment Standard is used to calculate the housing assistance payment for a family and the tenant's portion of rent. In accordance with HUD regulation and at the GGHA's discretion, the Voucher Payment Standard amount is always set between 90% and 110% of the HUD published FMR depending on federal funding levels. Unless an exception payment standard has been approved by HUD.

The GGHA may establish payment standard amounts for each unit size. The GGHA may have a higher payment standard within its jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90-110% of FMR range.

The GGHA may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities. This exception only applies if it is requested by the family that includes a person with disabilities.

Tenants who exercise portability and move into GGHA's jurisdiction will receive GGHA's payment standard and bedroom currently in effect. If a tenant exercises portability and moves outside of GGHA's jurisdiction, they will receive the payment standard that is in effect for that jurisdiction.

F. ADJUSTMENTS TO PAYMENT STANDARDS

Before increasing the Payment Standard, the GGHA may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

The GGHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

If it is determined that families in a particular unit size are paying more than 30% of their annual adjusted income for rent.

If it is determined that particular unit sizes in the GGHA's jurisdiction have payment standard amounts that are creating rent burdens for families.

If it is determined that HCV holders are unable to locate suitable housing within the term of the Voucher and it is determined that this is due to rents in the jurisdiction being unaffordable for families.

If the FMR is lowered by HUD, and statistical analysis reveals that the Payment Standard should be lowered. The Payment Standard will not be set below 90% of the FMR without authorization from HUD.

- Notifying the family and owner of changes in the family share and housing subsidy; and
- When the family is called in for an annual re-certification by GGHA and the family then reports a change that results in an increase or decrease in the TTP, an interim re-certification will be conducted if necessary.

C. REEXAMINATION APPOINTMENT NOTIFICATION TO THE FAMILY

1. GGHA will maintain a re-examination tracking system. At least 90 days in advance of the scheduled annual reexamination effective day, the head of household will be notified by mail that they and all adult members 18 years or older are required to attend a reexamination interview on a specified date. As a reasonable accommodation for persons with disabilities, the GGHA will mail the notice to a third party.
2. A Personal Declaration Form will be mailed to the family to complete prior to the interview. The family will be required to bring this form as well as other requested supporting documents to the interview.
3. In order to optimize the most efficient use of program resources, GGHA may use the option of performing annual re-certifications by telephone or by mail for a selected category of program participants.
4. Persons with disabilities who are unable to come to an office interview will be granted an accommodation by conducting an in-home or phone interview.
5. Failure to respond to the reexamination interview may lead to termination from the HCV program (see below).

D. FAILURE TO RESPOND TO THE NOTIFICATION TO RE-CERTIFY

The family may request another appointment date prior to the interview. If the family does not appear for the re-certification interview, and has not rescheduled an appointment, the GGHA will reschedule a second appointment. If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the GGHA will send a notice of termination to the family and offer them an informal hearing.

A housing authority supervisor may make exceptions to these policies if the family is able to document an emergency situation that prevented them from canceling or attending the appointment, or if requested as a reasonable accommodation for a person with a disability.

E. VERIFICATION OF INFORMATION

Verification will be done in conjunction with the policy and procedures identified in chapter 9, Verification Procedures, of this Plan.

F. CHANGES IN TENANT RENT

1. When the information is analyzed after all other requirements have been met, GGHA will recalculate the tenant's portion of the rent.
2. GGHA will notify both the owner and the tenant of the determination and of the new rent to be paid by the tenant (and new HAP to be paid by GGHA).
3. If a family moves at the annual reexamination and there is a change in the tenant's rent (increase or decrease), the 30-day notification of the rent change is waived and the most current TTP will be used to calculate the HAP and tenant's portion.

G. ANNUAL HQS INSPECTIONS

The GGHA conducts an inspection in accordance with Housing Quality Standards at least annually, as required by SEMAP. Special inspections may be scheduled between anniversary dates. (Refer to the chapter on Housing Quality Standards and Inspections).

Re-inspection

If the annual inspection fails, GGHA will notify the family and the owner of the fail items and the date of re-inspection. If the family is not at home for the re-inspection appointment, a door hanger will be left at the unit. The re-inspection letter contains a warning of abatement.

Time Standards for Repairs

The owner must correct emergency items that endanger the family's health or safety within 24 hours of notification. (See "Emergency Repair Items" section.) For non-emergency items, repairs must be made within a maximum of 30 days. For major repairs, the Housing Authority Supervisor may approve an extension beyond 30 days.

Rent Reasonableness

GGHA must re-determine the reasonable rent:

- Before any increase in the rent to owner;
- If there is a five percent decrease in the published fair market rent (FMR) in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary; or
- If directed by HUD.

Rent Increases

Where the owner is changing the amount of rent, the owner must notify the GGHA of any changes in the amount of the rent to owner at least 60 days before any such changes go into effect [24 CFR 982.308(g)(4)]. The GGHA will agree to such an increase only if the amount of the rent to owner is considered reasonable according to the rent reasonableness standards discussed in Chapter 13. If the requested rent is not found to be reasonable, the owner must either reduce the requested rent increase, or give the family notice in accordance with the terms of the lease and HUD regulations.

Upon receiving the request from the owner, the GGHA will determine whether the requested increase is reasonable and notify the owner within a timely manner.

Rent increases will go into effect on the first of the month following the 60 day period after the owner notifies the tenant and the GGHA of the rent change or on the date specified by the owner, whichever is later.

H. INTERIM REEXAMINATION

In addition to the HUD requirement to conduct annual reexamination, HUD authorizes a PHA to establish policies for processing changes in family income or other significant circumstances that occur in between annual reexaminations. These policies might require families to report specific kinds of changes. When a family reports such changes, the PHA conducts an interim reexamination. If a family does not comply with requirements of the interim reexamination, the PHA may terminate the family's assistance.

Generally, the family will not be required to attend an interview for an interim reexamination. However, if the PHA determines that an interview is warranted, the family may be required to attend.

A. This section reviews GGHA's procedures and requirements for conducting interim reexaminations that may affect the TTP.

1. The tenant must report all changes in the household composition.

2. The tenant may report any of the following changes that would result in a decrease in the tenant's rent:
 - a. Decrease in income
 - b. Increase in allowances and deductions
3. Decreases in the tenant portion of the rent will be effective the first day of the following month if the change was reported prior to the lock-in day (deadline for issuing owner checks) on the condition that all documentation requirements are met. The exceptions to this are:
 - a. Tenants, who report a decrease, **after receiving notification of an increase in their portion of rent**, must pay one month of the increased portion before the reported decrease becomes effective.
 - b. A change in the tenant's portion of rent will not be made for reported decreases, lasting thirty (30) days or less.
 - c. When an increase is reported within a required time frame, but the family moves out before the increase becomes effective, GGHA will not require the tenant to pay the increased portion, after receiving the change notice.
4. The tenant must report any of the following factors, which could result in an increase in rent:
 - a. Change in source or amount of income;
 - b. Change in family composition (which could either provides additional income to the household or reducing the deductions and allowances for which the family qualifies);
 - c. Change in full-time student status of dependent.
5. Interim Change of HAP/ Increase in tenant portion:
 - a. Change of HAP/ Increase in tenant portion will be needed only when there is a new source of income that results in a difference in the tenant portion of \$25 or more.
 - b. Exception: Change of HAP will not be done if tenant reports new source of income at reexamination time. The increase in tenant portion will be delayed until the annual recertification effective date.

- c. Change of HAP/Increase in tenant portion may be needed for families who try to hide or fail to report changes in family income.
- d. Change of HAP/Increase in tenant portion will be performed for families that have income and have a zero tenant portion (due to allowances and deductions).

B. Other Interim Reporting Requirements

- 1. For families whose annual income cannot be projected with any reasonable degree of accuracy, a reexamination may be required every 90 days as the minimum period time frame.
- 2. For families where an error was made at admission or reexamination, GGHA will perform an interim reexamination and the family will not be charged retroactively for the error made by GGHA staff.
- 3. For families whose rent has been based on incorrect or incomplete information supplied by the family, there will be an interim reexamination performed, and the family may be required to enter into a repayment agreement with GGHA. If the omission or misrepresentation is determined to be willful, GGHA will terminate the family's assistance.

C. Notification of Rent Changes

- 1. The Housing Assistance Payments Contract Amendment Notice is sent to the owner and tenant. The notice must offer the family an opportunity an informal hearing, because it changes the family's total tenant payment or tenant rent.

D. Timely Reporting

1. Standard for Timely Reporting Changes

- a. All changes in family income or family composition must be made in a timely manner. The family must report such changes to GGHA, in writing, within 21 calendar days from the day which the change occurs.
- b. GGHA will process decreases only if the family reports them.
- c. If the change is not reported in a timely manner, as defined above, or the family does not provide the documentation within the required time frames, it will be considered untimely reporting and a program violation.

- d. The family may be required to sign a third-party verification form, unless third-party verification is impossible to obtain.

2. Procedures when the Change is reported in a Timely Manner

- a. GGHA will notify the family and the owner of any change in the HAP to be effective according to the following:
- The family will be given a 30-day notice prior to the first of the month, so the change is always effective on the first of the month, rather than some date within the month.
 - Decreases in the tenant portion of the rent will be effective the first day of the following month if the change was reported prior to the lock-in day (deadline for issuing owner checks).
 - Families who are in the process of leasing up and experience an increase in the rent portion may not necessarily receive a 30-day notice for the increased rent.

3. Procedures when the Change is Not Reported in a Timely Manner

- a. If a family does not report the change within 21 calendar days from the date that the change occurred, it will be considered a program violation and the family is subject to termination.
- b. The family may be allowed to sign a Repayment Agreement and receives continued assistance.
- c. Increased tenant rent: the change will be effective retroactive to the date it would have been effective, had it been reported in a timely manner.
- d. Decreased tenant rent: Decreases in the tenant portion of the rent will be effective the first day of the following month if the change was reported prior to the lock-in day (deadline for issuing owner checks).

4. Procedures when the Change is Not Processed by GGHA in a Timely Manner

- a. "Processed in a timely manner," means that the change is effective on the date it would have been effective had the tenant reported the change in a timely manner.

- b. If the change is not made effective on those dates resulting from tenant's timely reporting, the change will be considered not processed by GGHA in a timely manner.
- c. If GGHA staff does not process changes in a timely manner, an increase will be effective within the required thirty-day notice prior to the first of the month after completion of processing by GGHA.
- d. If the change results in a decrease in tenant portion of rent, an overpayment by the tenant will be calculated retroactively to the date it should have been effective and the tenant will be reimbursed.

5. Timing of Next Annual Re-certification

In the event there is an interim adjustment completed, the next regular re-examination will continue to be twelve months from the last effective date of the annual re-examination.

6. Changes in Family Composition

- a. All changes in family composition must be reported within 21 calendar days of its occurrence.
- b. When the addition of a family member is not due to birth, adoption, marriage, or court ordered custody, a family must request approval from GGHA and the landlord to add a new family member or other household member (e.g. live-in aide, foster child or foster adult). Factors that will be included in the decision making process include, but are not limited to: health and/or safety issue(s) affecting the participant family; funding availability (for requests that necessitate an increase in HCV bedroom size). GGHA must perform criminal history background checks necessary to determine whether any household member is subject to a lifetime sex offender registration requirement in California or any other state where the household members are known to have resided.
- c. If a HCV family member is determined permanently absent, the change to an appropriate size HCV will be made effective at the next annual re-examination.
- d. Any former family member who wishes to return to the unit must obtain approval by the GGHA prior to their return.
- e. Changes in the Payment Standard or HCV bedroom size will be implemented at the next annual re-examination.

- f. Verification of the new address is required when a family member is deleted.

I. ANNUAL RE-EXAMINATIONS FOR FAMILY MOVES

1. HUD permits participants to move to another unit while maintaining housing assistance. When families move to another dwelling unit, the re-certification date will be changed to the effective lease date.
2. If a participant family is moving, the GGHA will conduct a complete annual reexamination at the time of the move, to determine if the family is still eligible for assistance and to establish the housing subsidy that is made to the owner.

Chapter 15

MOVES/PORTABILITY/MOBILITY

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the GGHA's jurisdiction, or to a unit outside of the GGHA's jurisdiction under Portability procedures or within Orange County under Mobility procedures. The regulations also allow the GGHA the discretion to develop policies that define any limitations or restrictions on moves.

A. RESTRICTION ON MOVES

A family may not move to a new unit with continued assistance if:

- The family owes the GGHA money and is behind on their payments.
- The family owes the owner any monies.
- The family has not resided in the current unit for 12 months unless move is related to school, work, medical reasons, or owner's termination of the lease.

Families will be permitted to move outside the GGHA's jurisdiction under portability procedures during the initial year of assisted occupancy if they qualified for Housing assistance as a resident.

The GGHA may deny permission to move if:

- The family has violated a Family Obligation.
- The family owes the GGHA money.
- If there is insufficient funding.
- If the family wants to move to a higher cost unit.

A Housing Authority Supervisor may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

B. ALLOWABLE MOVES

A family may move to a new unit with continued assistance if:

- The assisted lease for the old unit has terminated because the GGHA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.

- The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).
- The family has given proper notice of lease termination (and if the family has a right to terminate the lease on notice to owner).

C. PROCEDURE FOR MOVES

Issuance of Voucher

Subject to the restrictions on moves, if the family has not been recertified within the last 60 days, the GGHA will issue the Voucher to move after conducting the recertification, as soon as the family requests the move.

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

The annual recertification date will be changed to coincide with the new lease-up date.

Notice Requirements

Briefing sessions emphasize the family's responsibility to give owner and the GGHA proper written notice of any intent to move. The family must provide GGHA with proper legal written notice prior to vacating the unit.

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease mid-month. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

D. MOBILITY

The cities of Anaheim, Santa Ana and the County of Orange each operate their own Housing Authority and are not with the jurisdiction of GGHA.

To facilitate tenant moves between HA jurisdictions and to reduce administrative costs, the three HAs—the Anaheim HA, the Orange County HA, and the Garden Grove HA—entered into a Mobility Agreement (MOU). Refer to attachment "B"

This provision enables eligible program participants, with a Housing Voucher issued by their Initial Housing Authority (HA) of Anaheim, Garden Grove or Orange County, to move into the jurisdiction of another Housing Authority operating within the County of Orange, under modified portability regulations, known as Mobility. Tenants requesting to move under the provisions governing Mobility are identified as Mobility tenants.

E. PORTABILITY

Portability applies to families moving out of or into the GGHA's jurisdiction within the United States and its territories.

F. OUTGOING PORTABILITY

Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based Voucher assistance to lease a unit outside the GGHA's jurisdiction anywhere in the United States, in the jurisdiction of a Housing Authority with a tenant-based program. When a family requests to move outside of the GGHA's jurisdiction, the request must specify the area to which the family wants to move.

Restrictions on Portability

Applicants

If an applicant is qualified for housing assistance as a resident, the family will be permitted to exercise portability upon initial issuance of a Voucher.

Upon initial issuance of a Voucher, the family must be income eligible under the receiving PHA income limits during the initial 12-month period after admission to the program.

Non-resident applicants will be required to live in GGHA's jurisdiction for one year before exercising portability except for the following circumstances:

- The Receiving and Initial PHA agrees to allow the move.
- The family's move relates to an opportunity for education, job training or employment.
- Incidence of domestic violence or physical threat.

The GGHA will not permit families to exercise portability in the following circumstances:

- The family is in violation of a family obligation.

- The family owes money to the GGHA or owner.
- The family has moved out of its assisted unit in violation of the lease.
- The family is not in good standing with GGHA.

G. INCOMING PORTABILITY

Absorption or Administration

The GGHA will accept a family with a valid Voucher from another jurisdiction and administer or absorb the Voucher. If administering, the family will be issued a "Portable" Voucher by the GGHA. The term of the Voucher will not expire before the expiration date of any Initial PHA Voucher. The family must submit a request for approval of tenancy for an eligible unit to the GGHA during the term of the Initial PHA Voucher. The GGHA may grant extensions in accordance with this Administrative Plan. However, if the family decides not to lease-up in the GGHA's jurisdiction, they must contact the Initial PHA to request an extension.

GGHA has the authority to (a) conduct its own examination of an incoming portable family's income and composition, (b) conduct its own criminal background check, and (c) require an incoming portable family to attend a briefing.

The GGHA may absorb incoming portable families provided that there is funding available.

When the GGHA does not absorb the incoming Voucher, it will administer the Initial PHA's Voucher and the GGHA's policies will prevail.

The GGHA is in an accessible area for the families that have received a VASH Voucher. Portability moves to the GGHA will be billed. The GGHA does not have HUD-VASH vouchers and therefore will not be able to absorb the participants porting to GGHA with VASH vouchers. The initial Housing Authority must provide the case management. The moves will be processed in accordance to the portability procedures of 24 CFR 982.355, with one exception regarding the screening process. PHAs will not have the authority to screen potentially eligible families or deny assistance for any grounds permitted under 24 CFR 92.552 (broad denial for violation of HCV program requirements) and 982.553 (specific denial for criminal and alcohol abuses), with one exception. GGHA will still be required to prohibit admission if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.

The GGHA will issue a "Portability Voucher" according to its own Subsidy Standards. If the Family has a change in family composition which would change the Voucher size, the GGHA will change to the proper size based on its own Subsidy Standards.

Income and Total Tenant Payment of Incoming Portables

As receiving PHA, the GGHA will conduct a recertification interview, but only verify the information provided if the documents are missing or are over 60 days old, whichever is applicable, or there has been a change in the family's circumstances.

If the GGHA conducts a recertification of the family, it will not cause a delay in the issuance of a Voucher.

If the family's income is such that a \$0 subsidy amount is determined prior to lease-up in the GGHA's jurisdiction, the GGHA will refuse to enter into a contract on behalf of the family at \$0 assistance.

Requests for Approval of Tenancy

An interview will be mandatory for all portability families.

When the Family submits a Request for Tenancy Approval, it will be processed using the GGHA's policies. If the Family does not submit a Request for Approval of Tenancy or does not execute a lease, the Initial PHA will be notified within 30 days by the GGHA.

If the Family leases up successfully, the GGHA will notify the Initial PHA within 30 days, and the billing process will commence.

The GGHA will notify the Initial PHA if the family fails to submit a request for approval of tenancy for an eligible unit within the term of the Voucher.

If the GGHA denies assistance to the family, the GGHA will notify the Initial PHA within 15 days, and the family will be offered a review or hearing.

The GGHA will notify the Family of its responsibility to contact the Initial PHA if the Family wishes to move outside the GGHA's jurisdiction under continued portability.

Regular Program Functions

The GGHA will perform all program functions applicable to the tenant-based assistance program, such as:

- Annual reexaminations of family income and composition;
- Annual inspection of the unit; and
- Interim examinations when requested or deemed necessary by the GGHA.

Terminations

The GGHA will notify the Initial PHA in writing of any termination of assistance within 30 days of the termination. If an Informal Hearing is required and requested by the Family, the hearing will be conducted by the GGHA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the Initial PHA.

The Initial PHA will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the Initial PHA notifies the GGHA that the Family is in arrears or the Family has refused to sign a Payment Agreement, the GGHA will terminate assistance to the family.

Required Documents

As Receiving PHA, the GGHA will require the documents listed on the HUD Portability Billing Form from the Initial PHA.

Billing Procedures

As Receiving PHA, the GGHA will bill the Initial PHA monthly for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees and Special Claims will be monthly unless requested otherwise by the Initial PHA.

The GGHA will bill 100% of the Housing Assistance Payment, 100% of Special Claims and 80% of the Administrative Fee (at the Initial PHA's rate) for each "Portability" Voucher leased as of the first day of the month.

The GGHA will notify the Initial PHA of changes in subsidy amounts and will expect the Initial PHA to notify the GGHA of changes in the Administrative Fee amount to be billed.

Chapter 16

CONTRACT TERMINATIONS

INTRODUCTION

The HAP contract is a contract between the GGHA and the owner.

There are situations in which the HAP contract terminates automatically and those in which the GGHA makes a determination to terminate the contract. For whichever reason it occurs, once the contract terminates, the GGHA makes no housing assistance payments to the owner.

The term of the HAP contract is the same as the term of the lease. The contract between the owner and the GGHA may be terminated by the GGHA, or by the owner or tenant terminating the lease.

TYPES OF HAP CONTRACT TERMINATIONS

Zero HAP Families

- The HAP contract terminates automatically 180 (consecutive) calendar days after the last housing assistance payment is made to the owner.
- If the reexamination results in zero HAP, the family may continue as a program participant for six months (180 days) from the date of the reexamination effective date. During that period, the HAP contract between the GGHA and the owner remains in effect. If the family circumstances change during the six-month period and the family again needs assistance, the GGHA conducts an interim reexamination and reinstates assistance. At the end of six months, if the subsidy has not been restored, the HAP contract will terminate. The GGHA should provide the family and the owner at least 30 days advance notice of the proposed termination and an opportunity to request an informal hearing.
- The GGHA may issue a voucher to a current participant for whom no HAP is being made if less than 180 days have elapsed since the date of the last HAP and the family plans to move to another unit for which there will be a HAP. During a 180-day period, the family is still considered under the obligations and benefits of the rental assistance program, and issuing a voucher for another unit is one of those benefits.

Termination of Lease

- The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.

Owner Termination

- When an owner terminates a lease in accordance with the term of the lease, housing assistance payments are terminated. However, if the owner has started eviction proceedings, and the family continues to live in the unit, the PHA must continue to make housing assistance payments to the owner until a court judgment or other process allows the owner to evict the tenant. The PHA may continue such payments until the family moves or is evicted from the unit.
- If an eviction is not due to a serious or repeated violation of the lease, and the GGHA has no other grounds for termination of assistance, the GGHA may issue a new housing choice voucher so that the family can move with continued assistance.
- In the event that a unit becomes vacant because of the death of a tenant, the GGHA will pay the owner to the end of the month in which the tenant passes away.

Unit that is too Small

- If the PHA determines that the unit does not meet housing quality standards (HQS) because of an increase in family size or composition, the GGHA must issue the family a new voucher to allow them to find an acceptable unit as soon as possible.
- If an acceptable unit is available for rental by the family, the GGHA will request the family to issue a 30-day notice and the GGHA will terminate the HAP contract in accordance with the terms of the contract.
- When the GGHA terminates the HAP contract because of a violation of the HQS space standards:
 - The GGHA will notify the family and the owner of the termination.
 - The HAP contract terminates at the end of the 30-day notice from the day the family serves the notice to the owner.
 - The family may move to a new unit.

Absence from the Unit

- HUD allows the family to be absent from the unit for brief periods of time. However, housing assistance terminate if the family is absent for longer than the maximum period permitted (180 consecutive calendar days). When the family is absent beyond this point, the term of the HAP contract and assisted lease is also terminated.

- HUD clarifies that absence means no family member is residing in the unit.
- For more detailed clarification, refer to chapter 8 (Factors Related to Total Payment Family Share and Family Determination).

Owner Breach of Contract

- A number of activities by the owner are considered a breach of the HAP contract. If the GGHA determines that the owner has committed any such breaches, it has the authority to terminate the HAP contract. The following activities constitute breach of contract:
 - The owner violates any obligations under HAP contract, including HQS;
 - The owner has violated any obligations under any other HAP contract with the Section 8 program;
 - The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
 - For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with the mortgage or loan.
 - The owner engaged in drug-related criminal activity; or
 - The owner has committed any violent criminal activity.
- GGHA will determine remedy for owner breach of contract including recovery of HAP overpayment, abatement or other reduction of HAP, termination of housing assistance payments, or termination of the HAP contract.

Insufficient Funds

HAP contract may be terminated by the GGHA because of the consolidated annual contribution contract (ACC) is insufficient to support continued assistance for families in the program.

Notification Requirements

In situations where the GGHA terminates the HAP contract, the GGHA must notify the owner and the family in writing. The notice must specify the reasons for the termination and the effective date of the termination. Once a HAP contract is terminated, the GGHA will not make any more housing assistance payments.

Prohibition Against Termination Under VAWA

The Violence Against Women Reauthorization Act (VAWA) of 2005, limits the owner's and PHA's rights to terminate tenancy or program assistance under certain circumstances. See attachment on GGHA Violence Against Women Act (VAWA) Policy.

Chapter 17

DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

The GGHA may deny or terminate assistance for a family because of the family's action or failure to act. The GGHA will provide families with a written description of the Family Obligations under the program, the grounds under which the GGHA can deny or terminate assistance, and the GGHA's informal hearing procedures. This chapter describes when the GGHA is required to deny or terminate assistance, and the GGHA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

If denial or termination is based upon behavior resulting from a disability, the GGHA will delay the denial or termination in order to determine if there is an accommodation, which would negate the behavior resulting from the disability.

A. FAMILY OBLIGATIONS

1. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
2. The family must:
 - Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
 - Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
 - Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
 - Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
 - Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
 - Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
 - Use the assisted unit for residence by the family. The unit must be the family's only residence.

- Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
 - Request in the writing for the GGHA approval to add any other family member as an occupant of the unit.
 - Promptly notify the PHA in writing if any family member no longer lives in the unit. When the family has notified the GGHA that a family member has moved out, they must furnish the following information:
 - a. The date the family member moved out.
 - b. The new address, if known, of the family member.
 - c. A statement as to whether the family member is temporarily or permanently absent.
 - Give the PHA a copy of any owner eviction notice.
 - Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
3. Any information that the family supplies must be true and complete.
4. The family (including each family member) must not:
- Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
 - Commit any serious or repeated violation of the lease. The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination:
 - a. The owner terminates tenancy through court action for serious or repeated violation of the lease.
 - b. The owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the GGHA determines that the cause is a serious or repeated violation of the lease based on available evidence.
 - c. Non-payment of rent is considered a serious violation of the lease.
 - Commit fraud, bribery or any other corrupt or criminal act in connection with the program.

- Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity or the premises.
- Sublease or let the unit or assign the lease or transfer the unit.
- Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
- Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
- Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

B. SCREENING OF APPLICANTS

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. The Garden Grove Housing Authority endorses and implements policy to support this commitment. We support parental efforts to instill values of personal responsibility and hard work, help maintain an environment where children can live safely, learn and grow up to be productive citizens, and assist families towards self-sufficiency.

In an effort to prevent future drug-related and other criminal activity as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, the GGHA will endeavor to screen applicants as thoroughly as possible for criminal activity. Such screening will apply to any member of the household who is 18 years of age or older. All screening and termination of assistance procedures shall be administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability, sex or other legally protected groups.

C. STANDARDS AND TYPES OF EVIDENCE FOR DENIALS AND TERMINATIONS

- Arrests (how many in what period)
- Convictions (how long ago)
- Preponderance of evidence (Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it.)
- Credible evidence (Examples include evidence provided by police and the court system, evidence which is tied to the activity, arrest warrant issued, etc.)

D. CONSIDERATION OF CIRCUMSTANCES FOR DENIALS AND TERMINATIONS

When determining whether to deny or terminate assistance because of action or failure to act by members of the family, the GGHA will consider the following circumstances:

- The seriousness of the case;
- The extent of participation or culpability of family members;
- Mitigating circumstances relating to the disability of a family member; and
- The effect that denial of admission would have on other members of the family who were not involved in the action or failure to act.

For a termination decision based on illegal use of drugs or alcohol abuse by a family member who no longer engages in such behavior, the GGHA will consider whether the family member:

- Has successfully completed a rehabilitation program;
- Is currently participating in a rehabilitation program; or
- Has otherwise been successfully rehabilitated.

The GGHA requires the family member to submit evidence of such rehabilitation.

When considering a termination, the GGHA may permit continued assistance for the family on the condition that the family member(s) who were involved in the action or failure to act will not reside in the unit.

E. CONFIDENTIALITY OF CRIMINAL RECORDS

The GGHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and will be destroyed once the purpose for which it was requested is accomplished.

All criminal reports, while needed, will be housed in a locked file with access limited to individuals responsible for screening and determining eligibility for initial and continued assistance and to upper level HCV management.

Misuse of the above information by any employee will be grounds for termination of employment.

If the family is determined eligible for initial or continued assistance, the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

The GGHA will document in the family's file the circumstances of the criminal report and the date the report was destroyed.

F. FORM OF DENIAL/TERMINATION

Denial of assistance for an applicant may include any or all of the following:

- Denial for placement on the GGHA waiting list.
- Denying a voucher or withdrawing a voucher.
- Refusing to enter into a HAP contract or approve a tenancy.
- Refusing to process or provide assistance under portability procedures.

Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a tenancy.
- Terminating housing assistance payment under an outstanding HAP contract.
- Refusing to process or provide assistance under portability procedures.

Mandatory Denials: Drug Abuse or Other Criminal Activity

1. Eviction Due to Drug-Related Criminal Activity

Applicants *evicted* from a federally assisted housing for drug-related criminal activity are ineligible for admission to the housing choice voucher program for a three-year period beginning on the date of such eviction.

Drug-related criminal activity means the illegal manufacture, sale distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug.

Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)

However, the GGHA may admit the household if:

- The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised rehabilitation program approved by GGHA,
- or
- The circumstances leading to the eviction no longer exists (for example, the criminal household member has died or is imprisoned.)

2. Illegal Drug Use

Applicants will be denied admission to the HCV program if a household member is currently engaged in illegal use of a drug or there is reasonable cause to believe that a household member's illegal use of or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

3. Methamphetamine Production

Applicants will be denied admission to the HCV program if any member of the household has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.

4. Sex Offender Registration

Any member of the household that is subject to a lifetime registration requirement under a state sex offender registration program, is permanently prohibited from admission to the HCV program.

5. Abuse Or Pattern Of Abuse Of Alcohol

Applicants will be denied if any family member's alcohol abuse interferes with the health, safety, or peaceful enjoyment of other residents.

Denial of Students

Housing assistance will be denied to any individual who:

- Is enrolled as a student at an institution of higher education (as defined under section 102 of the Higher Education Act of 1965;
- Is under 24 years of age;
- Is not a veteran;
- Is unmarried;
- Does not have a dependent child; and
- Is not otherwise individually eligible, or has parents who individually or jointly, are not eligible to receive assistance under section 8 of the United States Housing Act of 1937.

Permissible Denials: Criminal Activity

- Applicants and household members with drug or alcohol criminal activity will be denied unless the use of a controlled substance or alcohol has not occurred during the last five years. When making the decision to deny an applicant, the GGHA will consider successful completion of a drug and/or alcohol rehabilitation program.
- Applicants and household members with violent criminal activity will be denied unless the applicant household member's violent criminal activity has not occurred within the last five years.
- Applicants and household members that commit any other criminal activity within a five-year period may be denied.
- Applicants and household members will be denied for criminal activity that threatens the health or safety of the owner, property management staff or persons performing work on behalf of the GGHA (including a GGHA employees, contractor or agent).

Permissible Denials: Other Issues

The GGHA may at any time deny assistance to a family (**applicants or tenants**) for reasons including:

- If the family violates any family obligation.
- If any member of the family has been evicted from federally assisted housing in the last five years.
- If the GGHA has ever terminated assistance under the Certificate or Voucher program for any member of the family.
- If any family member commits fraud, bribery, or another corrupt or criminal act regarding any federal housing program.
- If the family currently owes rent or other amounts to the GGHA or to another PHA in connection with HCV or public housing programs.
- If the family breaches an agreement with the GGHA to pay amounts owed to the GGHA, or amounts paid to an owner by the GGHA.
- If the family has engaged in or threatened abusive or violent behavior towards a GGHA personnel.

Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

Mandatory Terminations

- The GGHA will terminate assistance if the family has been evicted from housing assistance under the Section 8 program for serious violation of the lease.
- The GGHA will terminate assistance if any member of the family fails to sign and submit consent forms for obtaining information in accordance with program regulations.
- The GGHA will terminate assistance if a family member does not establish citizenship or eligible immigration status. This is based on Non-citizen Rule regulations. (See section on Procedures for Non-citizens in this chapter.)
- The GGHA will terminate assistance if any family member fails to meet the eligibility requirements concerning certain individuals enrolled at an institution of higher education. (See "Student Denials" in the section above).
- The GGHA will terminate assistance if a participating family fails to provide the documentation or certification required for any family member who obtains a social security number.

- The GGHA will terminate assistance if any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.
- The family is under contract and 180 days have elapsed since the GGHA's last housing assistance payment was made. (See the chapter "Contract Terminations.")

Permissible Terminations

The GGHA **may** terminate assistance to a family for any of the reasons listed below:

- The family violates any family obligation
- Any member of the family has been evicted from Federally-assisted housing in the last five years.
- If the GGHA has ever terminated assistance under the certificate or voucher program for any family member.
- Any family member commits fraud, bribery, or another corrupt or criminal act regarding any federal housing program.
- The family currently owes rent or other amounts to the GGHA or another PHA in connection with Section 8 or public housing programs.
- The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damage to unit, or other amounts owed by family under the lease.
- The family breaches an agreement with the GGHA to pay amounts owed to the PHA, or amounts paid to an owner by a GGHA.
- The family has engaged in or threatened abusive or violent behavior towards GGHA staff.

Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

"Threatening" refers to oral or written threats or physical gestures that communicates intent to abuse or commit violence.

Actual physical abuse or violence will always be cause for termination.

- The family has been engaged in criminal activity or alcohol abuse. Criminal activity includes violent criminal activity and drug activity.

G. PROCEDURES FOR NON-CITIZENS

Denial or Termination due to Ineligible Immigrant Status

Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The GGHA must offer the family an opportunity for a hearing. (See chapter on Eligibility for Admission; section on Citizenship/Eligible Immigration Status).

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

False or Incomplete Information

When the GGHA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual will be given an opportunity to present relevant information. The GGHA will then verify eligible status, deny, terminate, or prorate as applicable.

Procedure for Denial or Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the GGHA either after the INS appeal or in lieu of the INS appeal.

After the GGHA has made a determination of ineligibility, the family will be notified of the determination and the reasons, and informed of the option for prorated assistance (if applicable).

H. PROHIBITION AGAINST DENIAL UNDER VAWA

The Violence Against Women Reauthorization Act of 2005 (VAWA) prohibits denial of assistance to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking. (Refer to the Attachment A for VAWA policy).

Violence Against Women Act (VAWA)-Rights And Obligations

- An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and

shall not be cause for terminating the assistance, tenancy or occupancy rights of the victim of that violence.

- Additionally, **assistance or occupancy rights will not be terminated** as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the household, a guest or another person under the family's control and the family member or an immediate family member is the victim.
- The GGHA **may terminate** assistance to a participant in the Housing Choice Voucher Program, who engages in criminal acts of physical violence against family members or others. This action may be taken against the individual alone, without evicting, terminating the tenancy of, removing, denying assistance to, or otherwise penalizing other household members.

Limitations to VAWA

- The housing assistance of the victim **may** be terminated if the owner, manager, or housing authority can demonstrate "an actual and imminent threat" to other tenants or persons employed at or providing services to the development.
- The tenancy and/or assistance **may** be terminated for lease violations that are not based on an incident or incidents of domestic violence, dating violence or stalking.
- If the tenant claims protection under VAWA against termination of tenancy or assistance, the owner, manager, or housing authority may require certification concerning the incident or incidents of domestic violence. The certification must be delivered within the time allowed or the tenant will lose the legal protections under VAWA. There are three ways for a tenant to certify the incident/incidents. The tenant may fill out a HUD approved form, provide a police report or court record, or may have a professional person who was consulted about the domestic violence, dating violence or stalking provide documentation.

I. NOTIFICATION REQUIREMENTS FOR DENIALS/TERMINATIONS

Upon making a decision to terminate or deny assistance, the GGHA will give the family written notice of termination or denial that states the reason for the termination, effective date of the termination, and family's right to request a hearing or review.

J. LEASE VIOLATIONS

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance if:

- The owner terminates tenancy through court action for serious or repeated violation of the lease.
- The owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the GGHA determines that the cause is a serious or repeated violation of the lease based on available evidence.
- Non-payment of rent is considered a serious violation of the lease.

K. FAMILY ADDITIONS AND DELETIONS

Proposed Additions to the Family

All requests to add family members must meet the GGHA's definition of a family. The proposed additional family members must meet the same criteria listed above in the section "Permissible Denials: Other Issues" in this chapter.

Family Member Moves Out

Families are required to notify the GGHA if any family member leaves the assisted household. When the family notifies the GGHA, they must furnish the following information:

1. The date the family member moved out.
2. The new address, if known, of the family member.
3. A statement as to whether the family member is temporarily or permanently absent.

Failure to report family deletion(s) may be cause for termination.

L. ADDITIONAL PROGRAM VIOLATIONS

Limitation on Profit-making Activity in Unit

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business that is not available for sleeping, it will be considered a violation.

If the GGHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.

If the GGHA determines the business is not legal, it will be considered a program violation.

Interest in Unit

The owner may not reside in the assisted unit regardless of whether he or she is a member of the assisted family, unless the family owns the mobile home and rents the pad under the HCV Program.

The above violations may result in termination of assistance from the GGHA HCV Program.

Misrepresentation In Collusion With The Owner

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the GGHA may deny or terminate assistance.

In making this determination, the GGHA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

M. OPTION NOT TO TERMINATE FOR MISREPRESENTATION

If the family has misrepresented any facts that caused the GGHA to overpay assistance, the GGHA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement.

N. MISSED APPOINTMENTS AND DEADLINES

It is a family obligation to supply information, documentation, and certification as needed for the GGHA to fulfill its responsibilities. The GGHA schedules appointments and sets deadlines in order to obtain the required information. The obligations also require that the family allow the GGHA to inspect the unit, and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the GGHA, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the GGHA to inspect the unit.

If a family fails to attend two scheduled interviews or fails to respond to two inspection appointment letters without the GGHA's approval, or if the notice is returned by the post office with no forwarding address, a notice of termination will be sent to the family's address of record, and to any alternate address provided in the family's file.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- Eligibility for admissions
- Verification procedures
- Voucher issuance and briefings
- Housing quality standards and inspections
- Re-certifications
- Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

- Medical emergency
- Incarceration
- Family emergency

O. PROCEDURE WHEN APPOINTMENTS ARE MISSED OR INFORMATION NOT PROVIDED

For most purposes in this Plan, the family will be given an additional opportunity before being issued a notice of termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing, the notice may be rescinded if the family offers to cure and the family does not have a history of non-compliance.

P. INSUFFICIENT FUNDING [24 CFR 982.454]

The GGHA may terminate HAP contracts if the GGHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program. If the GGHA determines

there is a shortage of funding, prior to terminating any HAP contracts, the GGHA will determine if any other actions may be taken to reduce program costs. The GGHA may implement the following actions to reduce costs:

- ♦ Deny tenant's request to move to higher cost units within our jurisdiction or port out to higher cost areas.
"Higher cost unit" is defined as a unit which the Housing Authority would have to pay a higher subsidy amount due to the increase in gross rent for the new unit. "Higher cost area" is defined as areas in which subsidy amount will be higher due to a higher payment standard or a more generous bedroom subsidy standard.
- ♦ Increase the minimum rent above \$50.
- ♦ Lower payment standards and apply the new payment standards immediately.
- ♦ Deny rent increase requests from owners.
- ♦ Increase all participant rent portions by a fixed amount.

The GGHA will obtain any necessary waivers from HUD before implementing any cost-cutting measures. Special accommodation and unusual cases will be reviewed on a case-by-case basis by a Supervisor.

Prior to terminating any HAP contracts, the GGHA will inform the local HUD field office. The GGHA will terminate the minimum number needed in order to reduce HAP costs to a level within the GGHA's annual budget authority.

If the GGHA must terminate HAP contracts due to insufficient funding, the GGHA will do so in accordance with the following criteria and instructions.

Category 1: Voucher holders that have not entered into HAP contracts will be placed on hold and will be reactivated when funding is available.

Category 2: The GGHA will terminate HAP contracts on a First-in, First-out basis. In other words, the GGHA will terminate HAP contracts starting with families who have been on the program the longest. If more than one family was admitted to the program on the same day, the GGHA will select the required number of families using a random method. These families will be placed at the top of the waiting list and as funding becomes available they will be reinstated to the program if all eligibility criteria are still met.

Exclusions: The GGHA may exclude elderly families, disabled families and project-based voucher holders from termination due to insufficient funding.

CHAPTER 18

PROGRAM INTEGRITY

INTRODUCTION

GGHA is committed to ensuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained.

GGHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines GGHA's policies for the prevention, detection and investigation of program abuse and fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will GGHA undertake an inquiry or an audit of a participating family arbitrarily. GGHA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The GGHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, it is GGHA's responsibility to HUD, to the community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to GGHA's attention, to investigate such claims.

GGHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

- **Referrals, Complaints, or Tips** - GGHA will follow up on referrals from other agencies, companies or persons, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules.
- **Internal File Review** - A follow-up will be made if GGHA staff discovers (as a function of a certification or recertification, an interim re-determination, or a quality control review), information or facts which conflict with previous file data, the GGHA's knowledge of the family, or is discrepant with statements made by the family.
- **Verification of Documentation** - A follow-up will be made if the GGHA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information or credit bureau reports, reports from other agencies).

B. STEPS THE GGHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The GGHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in GGHA management and staff by emphasizing education as the primary means to obtain compliance by families.

- **Things You Should Know** - This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify GGHA's expectations for cooperation and compliance.
- **Program Orientation Session** - Mandatory orientation sessions will be conducted by the GGHA staff for all prospective program participants, either prior to or upon issuance of a voucher. A list of Family Obligations will be provided on the voucher.
- **Resident Counseling** - GGHA will routinely provide participant counseling as a part of every recertification interview in order to clarify any confusion pertaining to HCV program.
- **Rules and Requirements** - Staff will inform participants of the rules and requirements of the Program.
- **Review and Explanation of Forms** - Staff will explain all required forms and review the contents of all certification documents prior to signature.

C. STEPS THE GGHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The GGHA staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

1. **Quality Control File Reviews:** Prior to initial certification, and at the completion of all subsequent re-certifications, a minimum of 5% of files will be reviewed. Such reviews shall include, but are not limited to:
 - Assurance that all levels of verification are followed.
 - Changes in reported social security numbers or dates of birth.
 - Ratio between reported income and expenditures.
 - Review of the Personal Declaration for discrepancy.

- Review of signatures for consistency with previously signed file documents.
 - All forms are correctly dated and signed.
- 2. Observation:** The GGHA staff will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income. Observations will be documented in the family's file.
- 3. Public Records:** Public records may be reviewed by management and staff.
- 4. Credit Bureau Inquiries:** Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:
- At the time of final eligibility determination
 - When an allegation is received by the GGHA wherein unreported income sources are disclosed.
 - When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.
 - Large and/or unusual bank deposits where no plausible explanation is given.

D. THE GGHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The GGHA staff will encourage all participating families to report suspected abuse. All such referrals, as well as referrals from community members and other agencies, will be documented and placed in the participant's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The GGHA staff will not follow up on vague or non-specific allegations. Cases may be referred to the Investigator Generals (IG) Office.

1. File Review: An internal file review will be conducted to determine:

If the subject of the allegation is a client of GGHA and, if so, to determine whether or not the information reported GGHA's been previously disclosed by the family, the GGHA will then determine the most appropriate authority to do a follow-up. Any file documentation of past behavior as well as corroborating complaints will be evaluated.

2. Conclusion of Preliminary Review: If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, the GGHA staff will initiate an investigation to determine if the allegation is true or false.

E. HOW THE GGHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If GGHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file, or a person designated by the housing manager to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, GGHA will secure the written authorization from the program participant for the release of information.

Credit Bureau Inquiries (CBI): In cases involving a discrepancy in income, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

Employers and Ex-employers: Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

Neighbors/Witnesses: Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the GGHA's review.

Other Agencies: Investigators, caseworkers or representatives of other agencies may be contacted.

Public Records: If relevant, GGHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

Onsite Inspections: If relevant, the GGHA will conduct onsite inspections to confirm allegations of program abuse and fraud.

HUD'S Enterprise Income Verification (EIV): EIV reports will be reviewed annually and when needed for fraud and abuse detection.

The Case Conference/Interview for Violations and Misrepresentations:

GGHA will discuss the allegation/s with the head of household or family member by scheduling an appointment at the GGHA office.

This conference will take place prior to any proposed action by GGHA. The purpose of such conference is to review the information and evidence obtained by GGHA with the participant, and to provide the participant an opportunity to explain any document findings which conflict with representations in the family's file. Any documents or mitigating circumstances presented by the family will be taken into consideration by GGHA. The family will be given an opportunity to furnish any mitigating evidence.

A secondary purpose of the conference is to assist GGHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, GGHA will consider:

- The duration of the violation and number of false statements.
- The family's ability to understand the rules.
- The family's willingness to cooperate, and to accept responsibility for his/her actions.
- The amount of money involved.
- The family's past history.
- Whether or not criminal intent has been established.

The GGHA staff will maintain a high standard of courtesy and professionalism during the interview. Under no circumstances will inflammatory or accusatory language, or any unprofessional conduct be tolerated by the management. If possible, an additional staff person will attend such interviews.

F. CONCLUSION OF THE GGHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the findings will be reported to the housing manager or designee. It will then be determined whether a violation has occurred, or if the facts are inconclusive.

G. EVALUATION OF THE FINDINGS

If it is determined that a program violation occurred, GGHA will review the facts to determine:

- The type of violation (procedural, non-compliance, fraud).
- Whether the violation was intentional or unintentional.

- What amount of money (if any) is owed by the family.
- If the family is eligible for continued rental subsidy.

H. ACTION PROCEDURES FOR DOCUMENTED VIOLATIONS

Once a program violation has been determined, GGHA will propose the most appropriate remedy based upon the type and severity of the violation.

1. Procedural Non-compliance: This category applies when the family "fails to" observe a procedure or requirement of GGHA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family.

a. Examples of non-compliance violations are:

- Failure to appear at a pre-scheduled appointment.
- Failure to return required documents by the specified deadline.

b. Warning Notice to the Family: In such cases, a notice will be sent to the family, which contains the following:

- A description of the non-compliance and the procedure, policy or obligation, which was violated.
- The date by which the violation must be corrected, or the procedure complied with.
- The action, which will be taken by GGHA if the procedure or obligation is not complied with by the date specified by GGHA.
- The consequences of repeated (similar) violations.

2. Procedural Non-compliance Resulting in Overpaid Assistance:

When the family owes money to GGHA for failure to report changes in income or assets; GGHA will process a repayment agreement. This agreement will contain the following:

- A description of the violation and the date(s).
- Any amounts owed to GGHA.
- The right to disagree and to request an informal hearing.

- a. Review of the Repayment Agreement:** A GGHA staff person will meet with the participant to discuss the family obligation(s) or program rule(s) violated and review the repayment agreement.
- b. Participant Fails to Comply with GGHA's Repayment Agreement:** If the participant fails to comply with the GGHA's repayment agreement, and a family obligation has been violated, GGHA will initiate termination of assistance.
- 3. Intentional Misrepresentations:** When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by GGHA, GGHA will evaluate whether or not:
- The participant had knowledge that his/her actions were wrong, and
 - The participant willfully violated the family obligations or the law.
- a. Knowledge that the action or inaction was wrong:** This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certifications, housing vouchers, and various forms such as the Personal Declaration and the "Things You Should Know" are adequate to establish knowledge of wrongdoing.
- b. The participant willfully violated the program violations:** The following examples, which may be considered adequate to demonstrate willful intent, may include but are not limited to:
- An act was done repeatedly.
 - An admission by the participant of the misrepresentation.
 - A false name or social security number was used.
 - An admission of other illegal actions.
 - A deliberate omission of material facts.
 - A falsification, forgery, or alteration of documents by the participant.
 - A discrepancy between verbal or certified statements at a re-examination, which were later independently verified to be false.

4. Dispositions of Cases Involving Misrepresentations: In all cases of misrepresentations where monies are to be recovered, GGHA may pursue one or more of the following actions:

a. Criminal Prosecution: If the GGHA has established criminal intent, and the case meets the criteria for criminal prosecution, the GGHA may refer the case to the local District Attorney, notify HUD's Regional Inspector General for Investigation (RIGI) and terminate rental assistance.

b. Administrative Remedies: The GGHA may:

- Terminate assistance and execute a repayment agreement in accordance with the GGHA's repayment policy.
- Terminate assistance and pursue restitution through civil litigation.
- Permit continued assistance and execute a repayment agreement in accordance with the GGHA's repayment policy.

Chapter 19

OWNER DISAPPROVAL AND RESTRICTION

INTRODUCTION

It is the policy of the GGHA to recruit owners to participate in the Voucher program. The GGHA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the GGHA. The regulations define when the GGHA must disallow an owner participation in the program, and they provide the GGHA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party. Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. The GGHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

The GGHA may disapprove the owner for the following reasons:

- The owner has violated obligations under one or more housing assistance contracts under the Housing Choice Voucher Program.
- The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.
- The owner has engaged in drug-related criminal activity or any violent criminal activity.
- The owner has current or previous practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
- The owner has a history or practice of renting units that fail to meet State or local housing codes.

- The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - Threatens the right to peaceful enjoyment of the premises by other residents;
 - Threatens the health or safety of other residents, GGHA employees, owner or employees.
 - Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
 - Engages in drug-related criminal activity or violent criminal activity;
- The owner has not paid Federal, State, local real estate taxes, fines, assessments or fees.
- The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.
- The owner displays abusive behavior towards GGHA employees or other Housing Authority employees. .
- The owner alters the HAP contract.
- The owner fails to return the HAP contract.

B. OWNER RESTRICTIONS AND PENALTIES

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, the GGHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense.

Before imposing any penalty against an owner the GGHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

C. CHANGE IN OWNERSHIP

A change in ownership does not require execution of a new contract and lease.

The GGHA may approve the assignment of the HAP contract to a new owner. The GGHA may approve the assignment, since they are a party to the contract. The GGHA may deny approval of assignment of the contract, for any of the reasons listed in Section A. of this chapter.

The GGHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed and the Employee Identification Number or Social Security number of the new owner. The HAP check will be sent to the new owner the month following the receipt of the signed change of ownership form and other paperwork.

If the new owner does not want an assignment of the contract, the GGHA will terminate the HAP contract with the old owner. The new owner may offer the family a new assisted lease. The family may elect to enter into the new lease or move to another unit. If the family chooses to stay and accept the owner's new lease, the GGHA will enter into a new HAP contract.

Chapter 20

OWNER OR FAMILY DEBTS TO THE GGHA

INTRODUCTION

This chapter describes the GGHA's policies for the recovery of monies which have been overpaid for families and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the GGHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the GGHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the GGHA, the GGHA will make every effort to collect it. The GGHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits
- Payment agreements
- Abatements
- Reductions in HAP to owner
- Collection agencies
- Credit bureaus
- Income tax off-set programs

A. PAYMENT AGREEMENT FOR FAMILIES

A Payment Agreement as used in this Plan is a document entered into between the GGHA and a person who owes a debt to the GGHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the GGHA upon default of the agreement.

Payment Procedures

Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

- The family may be required to pay the full amount of the debt at one time.
- The family will be required to pre-pay up to one-third of the amount owed prior to or upon execution of the Payment Agreement.
- The amount of the monthly payment will be determined in accordance with the family's current income.

The GGHA will prescribe the terms of the payment agreement, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt to the GGHA.

There are some circumstances in which the GGHA will not enter into a payment agreement. They are:

- If the family already has a Payment Agreement in place.
- If the GGHA determines that the family committed program fraud.

The GGHA will use a sliding scale system to determine the monthly payment (The GGHA may request up to one-third of the amount owed as a down payment.)

Guidelines For Payment Agreements

Payment Agreements will be executed between the GGHA and the head of household/co-head only/head of household and spouse.

Payment may be made by cash, money order, cashier's check or personal check. If a check is returned for non-sufficient funds, payment may be made only by money order or cashier's check.

Monthly payment or the initial down-payment may be decreased in cases of family hardship and if requested with reasonable notice from the family, verification of the hardship, and the approval of a Housing Authority Supervisor or designee.

No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the Payment Agreement is current:

- Family size exceeds the HQS maximum occupancy standards;
- The HAP contract is terminated due to owner non-compliance or opt-out;

- A natural disaster.

Late Payment

A payment will be considered to be delinquent if:

- The payment is not received by the close of the business day three (3) days after the due date.

If the family's payment agreement is late, and the family has not contacted or made arrangements with the GGHA, the GGHA may:

- Terminate housing assistance for a second missed payment.

If the family requests a move to a new unit, they will be required to pay the balance of the payment agreement in full. Consideration will be given if the move was beyond the tenant's control (e.g., due to owner neglect).

If the family requests a move to another unit and is delinquent on a payment agreement for the payment of an owner claim:

- The family will be required to pay the balance in full.

B. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

Family Error/Late Reporting

Families who owe money to the GGHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the "Payment Agreement" section of this chapter.

Program Fraud

Families who owe money to the GGHA due to program fraud will be required to repay in accordance with the guidelines in the "Payment Agreement" section of this chapter.

If a family is suspected of program fraud the case may be referred to the Inspector General. Where appropriate, the GGHA will refer the case for criminal prosecution.

C. DEBTS DUE TO MINIMUM RENT TEMPORARY HARDSHIP

If the family goes into default on the payment agreement for back rent incurred during a minimum rent period, the GGHA will reevaluate the family's financial situation and determine whether the family has the ability to pay the increased rent amount and if not, restructure the existing payment agreement.

Additional Monies Owed

If the family already has a Payment Agreement in place and incurs an additional debt to the GGHA:

- The GGHA will not enter into more than one Payment Agreement with the family. (A waiver may be granted on a case-by-case basis.)

D. OWNER DEBTS TO THE GGHA

If the GGHA determines that the owner has retained Housing Assistance the owner is not entitled to, the GGHA may reclaim the amounts from future Housing Assistance Payment owed the owner for any units under contract.

If future Housing Assistance or Claim Payment are insufficient to reclaim the amounts owed, the GGHA will:

- Require the owner to pay the amount in full within 30 days.
- Pursue collections through the local court system.
- Restrict the owner from future participation.

Chapter 21

INFORMAL REVIEWS AND HEARINGS

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the GGHA. This chapter describes the policies, procedures and standards to be used when families disagree with a GGHA decision. The procedures and requirements are explained for informal reviews and hearings. It is the policy of the GGHA to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO THE GGHA

Complaints from families who disagree with an action, decision, or inaction of the GGHA, will be assigned to the appropriate staff member for resolution.

B. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

Informal Review Guidelines

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

When the GGHA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

- The reason(s) they are ineligible,
- The procedure for requesting a review if the applicant does not agree with the decision and
- The time limit for requesting a review.

The GGHA must provide applicants with the opportunity for an informal review of decisions denying:

- Listing on the GGHA's waiting list.
- Issuance of a voucher.
- Participation in the program.

Informal Reviews are not required for established policies and procedures and GGHA determinations such as:

- Discretionary administrative determinations by the GGHA.
- General policy issues or class grievances.
- A determination of the family unit size under the GGHA subsidy standards.
- Refusal to extend or suspend a voucher.
- The GGHA's determination not to grant approval of the tenancy.
- Determination that unit is not in compliance with HQS.
- Determination that unit is not in accordance with HQS due to family size or composition.

Procedure for Informal Review

A request for an Informal Review must be received in writing by the close of the business day, no later than 10 working days from the date of the GGHA's notification of denial of assistance. The informal review will be scheduled within 10 working days from the date the request is received.

The informal review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The review may be conducted by a staff person who is at the housing authority supervisor level or above. The person conducting the review will regulate the conduct of the review.

The applicant will be given the option of presenting oral or written objections to the decision. Both the GGHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A notice of the review findings will be provided in writing to the applicant within ten working days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation and a copy of the final decision will be retained in the family's file.

C. PREFERENCE DENIALS

When the GGHA denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for an informal review with GGHA staff to discuss the reasons for the denial and to dispute the GGHA's decision. The person who conducts the meeting will be a housing authority supervisor or their designee.

D. INFORMAL HEARING PROCEDURES

Informal Hearing Guidelines

When the GGHA makes a decision regarding the eligibility and/or the amount of assistance, new admissions and participants must be notified in writing. The GGHA will give the family prompt notice of such determinations which will include:

- The proposed action or decision of the GGHA;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for the GGHA's decision;
- The procedures for requesting a hearing if the family disputes the action or decision;
- The time limit for requesting the hearing;
- The family will be given the opportunity to examine before the GGHA hearing any GGHA documents that are directly relevant to the hearing. The family must be allowed to copy any such document at the family's expense. If the GGHA does not make the document available for examination on request of the family, the GGHA may not rely on the document at the hearing;
- The GGHA must be given the opportunity to examine at the GGHA offices before GGHA hearing any family documents that are relevant to the hearing. The GGHA must be allowed to copy any such document at the GGHA expense. If the family does not make the document available for examination on request of the GGHA, the family may not rely on the document at the hearing.

The GGHA must provide participants with the opportunity for an informal hearing for decisions related to any of the following GGHA determinations:

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment.

- Appropriate utility allowance used from schedule.
- Family unit size determination under GGHA subsidy standards.
- Determination to terminate assistance for any reason.
- Determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account.
- The GGHA must always provide the opportunity for an informal hearing before termination of assistance.

Informal hearings are not required for established policies and procedures and GGHA determinations such as:

- Discretionary administrative determinations by the GGHA.
- General policy issues or class grievances.
- Establishment of the GGHA schedule of utility allowances for families in the program.
- The GGHA's determination not to approve an extension or suspension of a voucher term.
- The GGHA's determination not to approve a unit or lease.
- The GGHA's determination that an assisted unit is not in compliance with HQS (GGHA must provide hearing for family breach of HQS because that is a family obligation determination).
- The GGHA's determination that the unit is not in accordance with HQS because of the family size.
- The GGHA's determination to exercise or not exercise any right or remedy against the owner under a HAP contract.

Notification of Hearing

It is the GGHA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the GGHA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the GGHA receives a request for an informal hearing, a hearing shall be scheduled within 10 working days. The notification of hearing will contain:

- The date and time of the hearing

- The location where the hearing will be held
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense
- The right to view any documents or evidence in the possession of the GGHA upon which the GGHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing. The GGHA will request a copy of any documents or evidence the family will use at the hearing. Requests for such documents or evidence must be received no later than two days before the hearing date.

The GGHA's Hearing Procedures

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

Families have the right to:

- Present written or oral objections to the GGHA's determination;
- Examine the documents which are the basis for the GGHA's action, and all documents submitted to the hearing officer;
- Copy any relevant documents at their expense;
- Present any information or witnesses pertinent to the issue of the hearing;
- Request that GGHA staff be available or present at the hearing to answer questions pertinent to the case; and
- Be represented by legal counsel, advocate, or designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the GGHA will make the copies for the family and assess a charge of \$.10 a copy.

In addition to other rights contained in this chapter, the GGHA has a right to:

- Present evidence and any information pertinent to the issue of the hearing;
- Be notified if the family intends to be represented by legal counsel, advocate, or another party;

- Examine and copy any documents to be used by the family prior to the hearing;
- Have its attorney present; and
- Have staff persons and other witnesses familiar with the case present.

The informal hearing shall be conducted by the hearing officer appointed by the GGHA who is neither the person who made or approved the decision, nor a subordinate of that person.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the hearing officer, the action of the GGHA shall take effect and another hearing will not be granted.

The hearing officer will determine whether the action, inaction or decision of the GGHA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing to the GGHA and the family within 10 working days and shall include:

- A clear summary of the decision and reasons for the decision;
- If the decision involves money owed, the amount owed and documentation of the calculation of monies owed;
- The date the decision goes into effect.

The GGHA is not bound by hearing decisions that:

- Concern matters in which the GGHA is not required to provide an opportunity for a hearing;
- Conflict with or contradict HUD regulations or requirements;
- Conflict with or contradict Federal, State or local laws; or
- Exceed the authority of the person conducting the hearing.

The GGHA shall send a letter to the participant if it determines the GGHA is not bound by the hearing officer's determination within 15 working days. The letter shall include the GGHA's reasons for the decision.

All requests for a hearing, supporting documentation and a copy of the final decision will be retained in the family's file.

E. HEARING AND APPEAL PROVISIONS FOR RESTRICTION ON ASSISTANCE TO NON-CITIZENS

In cases where family eligibility status requires a secondary verification from the United States Citizenship and Immigration Services (USCIS), full assistance will be given pending verification of status. If the second verification from the USCIS does not confirm the eligibility status, the family may request a hearing with GGHA.

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal. In addition, assistance to a family may not be terminated or denied while the GGHA hearing is pending. However, assistance to an applicant may be delayed pending the GGHA hearing.

Hearing Process

If a family member claims to be an eligible immigrant and the INS Systematic Alien Verification for Entitlements (SAVE) system and manual search do not verify the claim, the GGHA notifies the applicant or participant within 10 days of their right to appeal to the INS within 30 days or to request an informal hearing with the GGHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the GGHA a copy of the appeal and proof of mailing or the GGHA may proceed to deny or terminate. The time period to request an appeal may be extended by the GGHA for good cause.

The family may request an informal hearing within 30 days of receipt of the ineligibility determination from the INS, or the GGHA's decision to delay, terminate, or deny assistance.

Upon receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the GGHA will:

- Deny the applicant family;
- Terminate the participant.

If there are eligible members in the family, the GGHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

- If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.
- Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing. This is based on the family's right to a hearing if they do not agree with the determination of tenant's portion of the rent.
- Families denied or terminated for fraud in connection with the non-citizen rule are entitled to a review or a hearing in the same way as other terminations for fraud are handled.

CHAPTER 22

PROJECT-BASED VOUCHER PROGRAM

Background

The GGHA in the past has administered the Moderate Rehabilitation Program and the Project-Based Certificate/Voucher Programs in order to upgrade and stabilize a neighborhood. The Buena-Clinton neighborhood had been characterized with high crime, low-income residents and high-density rental units. Eighteen years ago the City of Garden Grove made a substantial financial commitment to address the problems in this neighborhood. Over 200 rental units were rehabilitated and rental subsidies were attached to the units through the Moderate Rehabilitation Program (Grove Park Project) and the Project-Based Certificate Program (Tudor Grove Project). A city-funded resource center was established to provide support services to the area as well as a task force made up of police, community services and housing staff, and landlords. Increased lighting was added and on street parking was abolished. The goals to decrease crime, upgrade and maintain rental properties, and establish long-term housing affordability was largely achieved.

Current Situation and Future Challenges

The 15-year contracts attached to the 200 units in the Buena-Clinton neighborhood have expired (2005) and the properties have reverted to market-based rents. The GGHA was provided with 103 Tenant-Based Vouchers to replace the expiring Moderate Rehabilitation Certificates. The other approximately 100 Vouchers converted from Project-Based to Tenant-Based rental assistance. Although some families chose to exercise their right to move, the majority of tenants who had been subsidized under Project-Based assistance, decided to remain in their units under the Tenant-Based program. The stability since 2005 has been largely due to the continuity of ownership of Tudor Grove and Grove Park. Both projects have benefited from retaining the same owners for the past 18 years and their willingness to continue to accept Housing Vouchers. The neighborhood character has remained unchanged and still experiences challenges. It requires that property owners remain diligent in screening prospective tenants, maintaining their units and actively managing their rental units. The problems, which arise, occur in buildings that lack engaged property management. Grove Park is currently for sale (July 2008) and the stability the project has enjoyed, will be at risk. The City is supportive of keeping the project (104 units, 13 buildings) under a long-term sole ownership.

The GGHA proposes to solicit bids for use of the Project-Based Voucher program. Although the Grove Park site may qualify for acquisition and rehabilitation under PBV rules, the GGHA would not limit bids to this particular site. If it is deemed feasible to use PBV for a new construction project or another existing housing project, the GGHA will consider all proposals. It is in the interest of the City to

select a CHDO (Community Housing Development Organization) for such a project since available funding has been reserved for an eligible CHDO through the HOME grant. Therefore, The GGHA would give preference to a qualified CHDO in award of PBV through a bid solicitation process. The GGHA has amended the Annual Plan (FY 2008-09) to allow for a Project-Based Program.

Description of the PBV Program

The PBV Program is administered by the GGHA, which presently administers the tenant-based voucher program under an Annual Contributions Contract (ACC) with HUD. It is the GGHA's sole discretion whether it decides to operate a PBV program. The PBV assistance is "attached to the structure" as opposed to the tenant-based assistance, where the assistance follows the tenant to an eligible dwelling. The GGHA enters into a HAP contract with an owner for PBV units in existing housing or in newly constructed or rehabilitated housing. In the case of newly constructed or rehabilitated housing, the housing is developed under an Agreement between the owner and the GGHA. In the Agreement, the GGHA agrees to execute a HAP contract after the owner completes the construction or rehabilitation of the units.

Funding of the PBV Program

The funding for the PBV Program will come from a portion of appropriations available under the GGHA's Tenant-Based Voucher Program. Therefore, both programs will be funded through the existing budgeted grant from the Department of Housing and Urban Development. Relocation costs may not be paid from voucher program funds.

Application of Tenant-Based Voucher Regulations

Unless described in this chapter, it is assumed that the rule under 24 CFR Part 982 applies to the PBV Program.

Selection Procedures for Owner Proposals

The GGHA will select PBV proposals by either of the following methods:

1) GGHA request for PBV Proposals

The GGHA will announce the availability of PBV in a public notice published in a local newspaper of general circulation. The notice will specify the submission deadline. Information regarding application and selection information will be provided at the request of interested parties. The GGHA will give prompt written notice to the party that submits the selected proposal and will give public notice of such selection.

2) Selection of a proposal for housing assisted under a federal, state or local government housing assistance, community development or supportive

services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded Low Income Housing Tax Credit (LIHTCs) have been provided). The proposal must be selected within 3 years of the PBV proposal selection date and did not involve consideration that the project would receive PBV assistance.

The GGHA will not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.

The GGHA will consider all or some of the following criteria when selecting a proposal: Applicants must demonstrate need for Project-based Vouchers, financial feasibility, site control, and readiness to proceed with the project. Preference may be given to certified Community Housing Development Organizations (CHDOs) as defined in Sect. 92.2 of the HOME final rule, 24 CFR Part 92 published in the Federal Register on September 16, 1996. In addition proposals are reviewed and selected based on the following preference categories: new construction; rehabilitation of rental units or existing units; inclusion of affordable units for families and/or elderly or disabled; term of affordability; provision of units affordable to households below 80% of AMI (PBV units will require income levels at or below 50% of AMI); leveraging of other funding sources; project site; number of units to be assisted.

Subsidy Layering Requirements

HUD determines the extent to which a project encompasses excessive public assistance by the combination of federal, state or local agency subsidies as outlined in 24 CFR 4.13. Therefore the GGHA is prohibited from entering into an Agreement or HAP contract until HUD or an independent entity approved by HUD has conducted a subsidy layering review and determined that the PBV assistance is in accordance with requirements. The HAP contract must contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development or operation other than the assistance disclosed in HUD's subsidy layering review.

Exception: A layering review by HUD is not required in the case of an existing structure or if a layering review has been conducted by the applicable state or local agency.

Housing Types

The GGHA may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an Agreement.

The GGHA's PBV Program will not provide assistance for the following housing types:

- Shared housing
- Manufactured home space rental
- Homeownership option
- Units on the grounds of a penal, reformatory, medical, mental, educational, public or private institution
- Nursing homes
- Transitional housing
- Owner-occupied unit
- Unit occupied by an ineligible family
- Unit which is subsidized with any other duplicative federal, state or local housing subsidy

Cap on Number of PBV Units in the Project

According to 24 CFR 983.56, the GGHA is prohibited from entering into a HAP contract with an owner for PBV assistance for more than 25% of number of dwelling units in the total project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land. For example, if the project has 100 apartments, only 25 units may be project-based. There is an exception to this rule, under the following circumstances:

- In a single family unit
- In a multifamily building specifically made available for (a) Elderly or Disabled families or (b) families receiving supportive services
- Supportive services may include: English as a Second Language (ESL) classes, after school tutoring, computer literacy classes, health and personal finance seminars, parenting classes and participation in Family Self-Sufficiency (FSS) Program.

The GGHA will give preference to elderly or disabled families; or to families receiving supportive services when filling a vacancy for an **excepted** unit (a unit which exceeds the 25% cap).

FSS families who participate in the program while living in an excepted unit, maintain their standing **after** they successfully complete their Contract of Participation in the FSS Program as long as they reside in the unit.

A family living in an excepted unit and who no longer qualifies as elderly, disabled or receiving supportive services must move within a reasonable time established by the GGHA. The family may move to another unit which is not an **excepted** unit (a unit which falls within the 25% cap) or accept a tenant-based voucher, if one is available. In order to accommodate the family, the GGHA may elect to remove the

family's unit from the HAP Contract and substitute a different unit in the building, which would qualify under the exception rule.

Cap of Number of PBV in the GGHA Allocation

The GGHA will not convert more than 20% of its total baseline Voucher allocation in its program, from Tenant-based to Project-based Vouchers.

Location of PBV Project

Consideration will be paid to determining the best use of PBV in a project. The GGHA will ensure that the project will be consistent with its Annual Plan and its housing goals of providing decent, safe and sanitary housing to low-income tenants.

The following items will be considered when a decision is being contemplated for use of PBV in existing and rehabilitated housing sites:

- The site must be adequate in size, exposure and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site
- Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- Be accessible to social, recreational, educational, commercial and health facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.
- Be located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment.

The following items will be considered when a decision is being contemplated for use of PBV in new construction site:

- The site must be adequate in size, exposure and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site
- The site must not be located in an area of minority concentration, **except** when sufficient comparable opportunities exist for housing for minority families as exist in areas outside of minority concentration; the project is necessary to meet overriding housing needs that cannot be met in that housing market. Other factors relevant to housing choice are
 - Significant number of assisted housing projects are available outside of areas of minority concentration
 - There is significant integration of assisted housing projects constructed or rehabilitated in the past 10 years

- There are racially integrated neighborhoods in the locality
 - Programs are operated by the locality to assist minority families who wish to find housing outside of areas of minority concentration
 - Minority families have benefited from local activities undertaken to expand choice
 - A significant proportion of minority households have been successful in finding units in non-minority areas under tenant-based programs.
 - "Overriding Need" permits approval of sites that are an integral part of an overall local strategy for the preservation of restoration of the immediate neighborhood and of sites in a neighborhood experiencing significant private investment that is improving the economic character of the area.
- Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
 - Be accessible to social, recreational, educational, commercial and health facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.
 - Be located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment.

Environmental Review

- In the case of an existing structure, the GGHA may enter into a HAP contract without undertaking an environmental review, unless it is otherwise required by statute or regulation
- In the case of new construction or rehabilitated units, the GGHA may not enter into an agreement or HAP contract and the owner may not acquire, rehabilitate, convert, repair, demolish or construct real property or expend PBV funds until the responsible entity has completed the environmental review and HUD has approved the environmental certification and request for release of funds **or** the responsible entity has determined that the project is exempt under 24CFR 58.34 or is categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35.

Inspection of Units

The GGHA will inspect all units prior to execution of a HAP contract and each unit must meet HQS compliance.

The GGHA will inspect at least annually, 20% of the contract units in each building (a random sample) and premises. Turnover inspections (providing assistance to a new family in a contract unit) are not counted towards meeting the annual inspection requirement. If more than 20% of the annual sample fails the initial

inspection, the GGHA will inspect 100% of the contract units in the building. The 20% sample is the minimum number of annual inspections the GGHA will conduct. The GGHA may elect to conduct a greater percentage of annual inspections. The GGHA will conduct follow-up inspections on a failed unit to verify that the owner has corrected an HQS violation.

The GGHA will conduct Quality Control Inspections of both tenant-based and project-based units at least annually.

Term of HAP Contract

The GGHA may enter into a HAP contract with an owner for an initial term of a minimum of one year to a maximum of 15 years for each contract unit. The GGHA, before the expiration date, may agree to renew the term for up to an additional 15 years, if the GGHA determines that an extension would benefit low-income families. Contract units placed on the program in stages, under different dates, will have a single anniversary date for all contract units under the HAP contract. The anniversary date of the first units placed under contract will be used for all units. The expiration date of the HAP contract (for all units) will end concurrently with the units originally placed under contract.

The GGHA has the right to terminate the contract if sufficient funding (as determined by HUD) is not available to make full payment of housing assistance for any contract year. The owner may terminate the contract, upon notice, if the amount of rent for any contract unit is reduced below the amount of the initial rent at the beginning of the contract term. In this case the family will be offered tenant-based voucher assistance.

HAP Contract Amendments

The GGHA, at its discretion may add contract units provided the action will not exceed the statutory caps for the PBV Program. This amendment must take place within 3 years of the execution date of the HAP contract.

Selection of Participants for PBV Assistance

The GGHA will select families who are participants in the tenant-based voucher program and applicant families who have been determined as eligible for assistance.

"In-Place" families, who are eligible for assistance and are residing in a proposed PBV contract unit, will be placed on the GGHA's waiting list (if not already on the waiting list). When the family's eligibility is determined, the in-place family will be given preference for an appropriately sized PBV unit. It is noted that these families would not be subject to income targeting and would be referred to the owner from

the waiting list. The GGHA will give these families priority for admission to the PBV Program.

Applicants for the PBV units will be selected from GGHA's tenant-based assistance waiting list. Families admitted to the PBV and tenant-based voucher programs from the waiting list will be subject to the 75% extremely low income-targeting rule.

If a family refuses the GGHA's offer of PBV assistance, such refusal does not affect the family's position on the waiting list.

Leasing of Contract Units

The owner must select eligible families (either current participants or applicants from the waiting list) referred by the GGHA. The owner must notify the GGHA of any vacancies or expected vacancy. Upon receiving notification, the GGHA will make every reasonable effort to refer a sufficient number of families to fill the vacancies. It is the owner's responsibility to screen and select the family to occupy the unit from the referrals provided by the GGHA.

Owner Termination of Tenancy & Eviction

In general, 24 CFR 982.310 applies with the exception: In the PBV program, "good cause" with respect to Owner termination of tenancy does not include a business or economic reason or desire to use the unit for an individual, family or non-residential rental purpose.

If the owner refuses to renew the lease without good cause, the GGHA would provide the family with a tenant-based voucher and the unit would be removed from the PBV HAP contract.

If a family resides in a PBV unit, which is excluded from the 25% per project cap due to participation in an FSS or other supportive services program, and the family fails without good cause to complete its FSS contract of participation or supportive services requirement, such failure is grounds for lease termination by the owner.

Overcrowded, Under-Occupied and Accessible Units

If the GGHA determines that the family is occupying a wrong-size unit or unit with accessibility features that the family does not require, and the unit is needed by a family which requires accessibility features, the GGHA will notify the family and the owner of this determination and of the GGHA's offer of continued assistance in another unit. The GGHA may offer the following remedies to the families who are requested to move:

- PBV assistance in an appropriate-sized unit in the same building or in another building

- Other PBV housing
- Tenant-Based Voucher assistance
- Or other comparable public or private rental assistance

The GGHA will terminate housing assistance payments for a wrong-sized or accessible unit at the expiration of the term of the family's voucher (including any extensions granted by the GGHA). If the GGHA offers the family the opportunity for another form of continued assistance, and the family does not accept the offer or move in a timely manner, the GGHA will terminate housing assistance payments for the wrong-sized or accessible unit after a reasonable period as determined by the GGHA.

Family Right to Move

The family may terminate the lease at any time after the first year of occupancy under the PBV Program. The GGHA will offer the family a tenant-based voucher if one is available at the time the family wishes to move. If the family intends to exercise this right, the following procedure is required:

- The participant family must contact the GGHA to request a tenant-based voucher if the family wishes to move with continued assistance. The family is required to meet with their caseworker as required for all prospective moves. If a tenant-based voucher is not immediately available upon termination of the family's lease (of the PBV unit), GGHA will give priority to the family for the next available voucher.
- The family must then give the owner a 30-day written notice to vacate with a copy to the GGHA.
- If the family terminates the lease before the end of the one-year, the family relinquishes the opportunity for continued tenant-based assistance.

Determination of Rent to Owner

The GGHA will establish initial contract rent to the owner in accordance with 24 CFR 983.301, as it relates to the PBV Program. Rent Reasonableness is applied in the same manner for PBV and Tenant-based Voucher programs.

The GGHA will consider an increase of rent at the annual anniversary date of the HAP Contract. The owner must submit a written request for a rent increase 90 days prior to the anniversary date with a copy to the tenant. Contract units placed on the program in stages, under different dates, will have a single anniversary date for all contract units under the HAP contract. The anniversary date of the first units placed

under contract will be used for all units. The expiration date of the HAP contract (for all units) will end concurrently with the units originally placed under contract.

Vacancy Payment

The owner may keep the HAP payment for the month that the tenant moves ("move-out month"). The owner may not keep the payment if the GGHA determines that the vacancy is the owner's fault i.e., failure to correct HQS deficiencies. At the discretion of the GGHA, the HAP contract may provide for vacancy payments after the move-out month for a period not exceeding two full months. The vacancy amount will be determined by the GGHA. Rent from the tenant and security deposits will be deducted from the vacancy payment made to the owner. The vacancy payment will cover only the period the unit remains vacant and **only if the owner:**

- Gives prompt written notification certifying the family has vacated, with the date of the move (to the best of the owner's knowledge)
- Provides a written request for vacancy payment and certifies the dates the unit was vacant
- Certifies that the vacancy is not the fault of the owner
- Certifies that the owner has taken every reasonable action to minimize the length of vacancy

CHAPTER 23

Family Self-Sufficiency Program Overview

The Garden Grove Housing Authority (GGHA) operates Family Self-Sufficiency Program (FSS) within its jurisdiction. The purpose of the FSS Program is to promote economic self-sufficiency among participating families. Clients sign a Contract of Participation with the housing authority. Program participants attain and maintain economic independence through job training and/or education. This program motivates and helps participating families to:

- Identify the barriers that prevent goal achievement.
- Identify resources and services necessary for success.
- Develop an Action Plan to achieve specific goals and objectives.
- Obtain the support services related to their plan.
- Receive encouragement and moral support.
- Take charge of the direction their lives will take.
- Explore and prepare for homeownership.

The Family Self-Sufficiency Program offers a financial incentive to participants. The money becomes available to them upon completion of their Contract of Participation or upon achievement of certain interim goals.

Family Self-Sufficiency Action Plan

Revision
May 28, 2013

Family Demographics

The following table illustrates the diverse characteristics of the Garden Grove Housing Authority (GGHA) Housing Choice Voucher Program:

White:	46%
Black:	20%
American Indian/Alaskan Native:	2%
Asian/Pacific Islander:	30%
Other:	2%
Hispanic:	36%
Non-Hispanic:	64%

Currently the Family Self-Sufficiency (FSS) program participants require the following support services:

- Educational and/or job assessment
- Enrollment in an educational or job training program
- Childcare provisions
- Transportation
- Case management
- Budget counseling
- First Time Home Buyer counseling

Estimate of Participating Families

Effective 10/21/98, the minimum program size is reduced by one for each graduate that successfully completes the FSS contract. The required program size has dropped substantially as a consequence of FSS graduates. On June 13, 2008 HUD granted our request to reduce our minimum program size further. Our minimum program size is now 40. The Garden Grove Housing Authority currently operates a program size of 30. All of these participants can reasonably expect to receive supportive services under the FSS program.

FSS Family Selection Procedures

The FSS program is marketed and open to all Section 8 Housing Choice Voucher (HCV) participants including clients that have ported from other jurisdictions. Brochures are given to all housing choice voucher holders at their initial briefing. Each housing specialist screens their clients at re-examination for interest in the FSS program and refers them to the FSS

Coordinator. They refer clients either enrolled in a training program or interested in improving their skills. An assessment is conducted to identify specific needs and to solidify career goals. Successful FSS candidates must possess the motivation to complete their goals. Attending required meetings and providing necessary documents are indicators of adequate motivation. At this time, there is not a need to create a waiting list for the FSS program.

Incentives

- The Garden Grove Housing Authority establishes an FSS escrow account for participants in accordance to the HUD requirements. This financial incentive to the participating families becomes available upon successful completion of the program obligations.
- Participants are assisted in identifying barriers that prevent achievement.
- Participants are referred out to supportive services.
- Participants receive encouragement and moral support.
- Participants are informed about First Time Home Buyers programs including Habitat for Humanity. If participants are in need of credit repair, they will be referred to Consumer Credit Counseling.

Outreach Efforts

FSS brochures are given to every new admission to the housing program regardless of race, color, religion, sex, handicap, familial status or national origin. A marketing poster is displayed in the lobby. The housing specialists screen their clients for interest in the FSS program at the re-examinations and refer them to the FSS program.

Activities and Supportive Services

- **Program Coordinating Committee (PCC)** assists in securing commitments of public and private resources for the operation of Family Self-Sufficiency Program. The four housing authorities in Orange County have combined efforts and share one PCC.
- **Children's Home Society** offers a subsidized child-care assistance program for income eligible families.
- **Orange County Head Start, Inc.** is a federally funded program that provides comprehensive developmental services for low-income and disadvantaged children from birth to entry in elementary school. The

services include educational, social, medical, dental, nutritional, health and parent involvement activities.

- **Workforce Investment Act** consolidates employment and training programs into a single resource for both companies seeking employees and individuals seeking employment. Coastline Community College administers these services.
- **Consumer Credit Counseling Service of Orange County** provides counseling and advice for debt-laden clients. Their services include debt management programs along with workshops and seminars that assist with credit reviews and attainment of checking accounts. The agency mediates between clients and creditors. They also provide pre-purchase information for first time homebuyers.
- **Info Link Orange County** offers a comprehensive referral service including emergency resources, drug and alcohol programs, domestic violence shelters, disability services, health clinics, and hot lines.
- **Community Action Partnership** strives to eliminate and prevent the causes and effects of poverty by mobilizing and directing resources to programs that assist, educate and promote self-sufficiency.
- **Regional Occupational Program** is a state-funded program that provides quality job training, career guidance and job placement assistance for high school students and adults.
- **Local Community Colleges** provide affordable undergraduate and graduate programs. Many of the colleges offer flexible education beyond the traditional classroom.
- **Multi-Cultural Employment Collaborative** offers comprehensive employment services to refugees. All of the organizations that make up the collaborative offer a full range of services including health, legal, counseling and outreach.
- **First Time Home Buyers** the City of Garden Grove provides assistance and opportunities for homeownership.
- **UCI Family Health Center** provides adult and geriatric medical care. Services include, pediatric care, comprehensive obstetrical care, women's health care, dental services, podiatry services, diagnostic services, and specialty referral services. UCI accepts insurance plans including CalOPTIMA and provides a sliding scale for low-income clients.

- **Women Helping Women** assists women in dressing for success, and provides various employment related workshops including job development.

Identification of Support Needs

Family Self-Sufficiency clients are always interviewed individually in order to identify their support needs. Participants are met with periodically to review their needs and are referred to the appropriate supportive services.

Program Termination, Withholding of Services, Grievance Procedures

The Garden Grove Housing Authority makes every effort to enable a family to remain in FSS and will approve reasonable revisions to the Individual Training and Services Plan. We use the guidelines provided in the FSS Program Contract of Participation for termination of the contract of participation. It is not the practice of the GGHA to withhold Section 8 assistance or supportive services for families failing to comply with the requirements of the contract of participation.

Reviews are provided for participants who disagree with an action, decision or inaction of the GGHA.

Assurance of Non-Interference

Participation in the FSS program is voluntary and a client's decision to not participate in the program does not affect their eligibility for Section 8 housing assistance.

Timetable for Implementation

The FSS slots are filled in accordance with HUD requirements. As participants leave the program the slots are filled with new applicants.

Family Self-Sufficiency Action Plan Amendment For The HCV FSS Slots

Effective 10/21/98, the minimum program size is reduced by one for each graduate that successfully completes the FSS contract. On June 13, 2008, HUD granted our request to reduce our minimum program size to 40. The original size of 140 has now been reduced to 30 due to FSS graduates.

Family Self-Sufficiency Action Plan Addendum

Affirmatively Furthering Fair Housing Statement

The City of Garden Grove enforces the state and federal fair housing laws within its jurisdiction. The city contracts with the Fair Housing Foundation to provide a full menu of fair housing services, including fair housing education, counseling, enforcement, and landlord/tenant dispute resolution. It is the policy of the Garden Grove Housing Authority to comply fully with federal, state and local laws.

The Family Self-Sufficiency Program does not deny any family or individual the equal opportunity to enroll in the program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability, or sexual orientation.

The FSS program is marketed and open to all HCV participants including participants that have ported from other jurisdictions. Brochures are given to all housing choice voucher holders at their initial briefing. Each housing specialist screens their clients at the annual re-examination for interest in the FSS Program and refers them to the FSS Coordinator. The screenings and consequent interviews are translated for limited English proficiency participants. Most of the GGHA staff are bilingual.

New admissions to the HCV Program are supplied information regarding unlawful discrimination and the resources available to them. All applicable Fair Housing information and discrimination complaint forms are part of the briefing packet. Fair Housing posters are displayed in three languages in the lobby. Information is also provided in the GGHA lobby upon request.

The GGHA office is accessible to persons with disabilities. The TTD/TDY telephone service provider provides accessibility for the hearing impaired. A sign language interpreter is provided as long as the request is made in ample time to accommodate the client.

All housing authority staff are informed of the importance of affirmatively fair housing and the importance of providing equal opportunity to all families; including providing reasonable accommodations to persons with disabilities. When available, staff will attend local fair housing update training sessions.

The F.S.S. coordinator will track race, ethnicity, and disability status of all F.S.S. applicants and participants. In addition, fair housing complaints relating to the F.S.S. Program will be logged.

CHAPTER 24

HOMEOWNERSHIP PROGRAM

Section 8 Homeownership Program

The Garden Grove Housing Authority has conducted market research to assess the viability of the Section 8 Homeownership Program within its jurisdiction. The Housing Authority staff has also attended a workshop in "Managing a Successful Voucher Homeownership Program" facilitated by the Neighborhood Reinvestment Corporation. The average cost of a single-family home in Orange County is currently (September 2008) at \$425,000. The average gross income of Section 8 participants is \$16,740 per year with an average HAP payment of \$812 per month (September, 2008). It is estimated that a family would need an annual income of \$96,740 in order to qualify for a home loan. The income requirement to become a homeowner in Orange County surpasses the income of an average Section 8 participant nearly 6 times. The Neighborhood Reinvestment Corporation could not give examples of a successful Section 8 homeownership program in a high cost housing jurisdiction and admitted that this program may not work everywhere. Due to the rapid escalation of home prices and the gap, which exists between income and affordability, the Section 8 Homeownership Program is not a reasonable avenue to homeownership.

Family Self-Sufficiency Program (FSS)

The Garden Grove Housing Authority administers a successful FSS Program for its participants, which have led to homeownership. Five families, who graduated from the FSS Program and were able to leave rental assistance, went on to purchase homes. The escrow account assisted them with the down payment. Due to the expensive housing market in Orange County, many of these families have had to move outside the area to purchase a home. It is expected that most homeownership will occur outside the Southern California market and may necessitate moves outside the state.

American Dream Downpayment Initiative Program (ADDI) and the "Coming Home to Garden Grove" Program

The Garden Grove Housing Authority has entered into a Memorandum of Participation with the City of Garden Grove to broaden the homeownership opportunities for Section 8 families. A description of homeownership programs is included in this chapter.

Consumer Credit Counseling Service of Orange County (CCCS)

CCCS is a non-profit community service organization dedicated to helping people solve their financial problems. They offer services such as a debt management program and conduct free seminars on "Managing Your Money", "Credit Success", "Credit Report Review" and "First Time Homebuyers". Classes are offered in English and Spanish. The Garden Grove Housing Authority will utilize this agency's services to educate Section 8 participants on credit and credit repair prior to becoming homeowners.

Neighborhood Housing Services of Orange County

Neighborhood Housing Services is a non-profit organization dedicated to promoting homeownership opportunities to Low and Moderate Income families. This agency has a variety of loan programs such as the Orange County Housing Trust, CalHome Loan Program, the WISH Program, the IDEA Savings Program and the HIRAP Program. First Time Homebuyer Seminars are conducted in English and Spanish. The GGHA is working with this organization to expand homeownership opportunities to its Section 8 participants.



GARDEN GROVE

First-Time Homebuyer Assistance Program

(Effective July 1, 2007)

The City of Garden Grove is pleased to offer a new First-Time Homebuyer Assistance Program, funded with American Dream Downpayment Initiative (ADDI) funds from the U.S. Department of Housing and Urban Development (HUD), to qualified homebuyers purchasing their first home, in Garden Grove. The property may be a detached or attached single-family home, condominium or townhouse. The following is a brief summary of the Program:

- The Program offers a deferred payment shared appreciation subordinate trust deed loan (no monthly payments required) of six percent of the purchase price of the home to provide down payment and closing cost assistance.
- Participants must not exceed the income limits for their household size shown below.

2008 INCOME LIMITS FOR HUD HOME PROGRAM (EFFECTIVE APRIL 12, 2008)

% AMI	Income Standard	Household Size					
		1	2	3	4	5	6
80% capped	ADDI limit (HUD "capped" limit)*	\$52,100	\$59,100	\$66,950	\$74,400	\$80,350	\$86,300

*The above limits apply to the income of all members of the household over 18 years of age. The income limits are based on figures published by HUD.

- The Program is available to those who have not owned a home in the last three years. There are exceptions for divorced, single parents who owned a home while married, but now do not, and displaced homemakers.
- Buyers must occupy the property to be purchased as their primary residence at all times.
- The buyer will be required to provide a minimum 1% down payment. Program eligibility will also be based on income as well as a debt-to-income ratio under 45%.
- If the home is continuously owner occupied for 15 years, the loan is forgiven. If the home is sold or refinanced within the first 15 years, the original amount of the loan plus an equity share becomes due and payable.
- The purchase price of a single-family home cannot exceed \$546,250. The purchase price of a condominium or townhouse cannot exceed \$362,790.
- Attendance at a free, two-hour First-Time Homebuyer class is required for all loan applicants.
- The property must meet HUD Housing Standards and, if built prior to 1978, may be required to pass a lead-based paint inspection.

The Program Administrator, Civic Center Home Loans and Realty, also offers other First-Time Homebuyer Programs to help moderate-income households. Prospective buyers are encouraged to contact Civic Center Home Loans and Realty before entering into a purchase agreement and before applying for a primary loan. Pre-approved buyers who have already signed a purchase agreement must have it amended in order to satisfy Program requirements.

To sign up for a free training class, or for additional details on the ADDI Program and other moderate-income First-Time Homebuyer assistance, please contact Matt Callahan at (877) 570-5276 Ext 3 or visit the City's First-Time Homebuyer website at www.comehometogardengrove.org.



ATTACHMENT A

Garden Grove Housing Authority Violence Against Women Act (VAWA) Policy

On January 5, 2006, President Bush signed VAWA into law as Public Law 109-162. Section 603 of the law amends Section 5A of the U.S. Housing Act (42 U.S.C. 1437C-1) to require PHAs' Five-Year Plan and Annual Plan to contain information regarding any goals, activities, objectives, policies, or programs of the PHA that are intended to support or assist victims of domestic violence, dating violence, sexual assault, or stalking. All PHA Plans submitted after January 5, 2006 must address VAWA. Provisions of VAWA are applicable to Section 8 programs and to owners renting to families under the Section 8 rental assistance programs.

I. Purpose and Applicability

The purpose of this Policy is to implement the applicable provisions of VAWA and set forth goals, policies and procedures intended to assist victims of domestic violence, dating violence, sexual assault, or stalking.

II. Goals and Objectives

This Policy has the following principal goals and objectives.

- A. The GGHA supports the goals of the VAWA Amendments and will comply with its requirements.
- B. The GGHA will continue to administer its Section 8 Housing choice Voucher program in ways that support and protect residents who may be victims of domestic violence, dating violence, sexual assault or stalking.
- C. The GGHA will not take any adverse action against a participant or applicant solely on the basis of her or his being a victim of such criminal activity, including threats of such activity. "Adverse action" in this context includes denial or termination of housing assistance.
- D. The GGHA will not subject a victim of domestic violence, dating violence, sexual assault or stalking to a more demanding standard for lease compliance than other tenants.

E. The GGHA will continue to develop policies and procedures as needed to implement the requirements of VAWA, and to collaborate with other agencies to prevent and respond to domestic violence, dating violence, sexual assault or stalking, as those criminal activities may affect applicants for and participants in the GGHA's housing program.

F. The GGHA will provide notices explaining the VAWA protections to applicants and participants for housing assistance and to property owners participating in the voucher program.

III. Definitions As Used In VAWA

A. The term **domestic violence** includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with who the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

B. The term **dating violence** means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

C. The term **stalking** means:

- To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
- To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
- In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious

bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family or that person, or (3) the spouse or intimate partner of that person.

D. The term ***immediate family member*** means, with respect to a person:

- A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or
- Any other person living in the household of that person and related to that person by blood and marriage.

IV. Victim Documentation

- When the actions of a tenant, household member, guest or other person under the tenant's control call for the termination of tenancy or assistance, and a tenant or other household member claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, the GGHA or owner/manager will ensure that the family is provided the protections afforded under VAWA.
- The GGHA or owner/manager may request that an individual certify that s/he is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse.
- The certification must include the name of the perpetrator and be provided within 14 business days after the individual receives a request from the GGHA, owner or manager.

The GGHA or owner/manager may extend the 14-day deadline, at their discretion.

If the individual does not submit the certification within the required time frame (including any approved extension), the GGHA or owner/manager may proceed with terminating the tenancy or assistance of the family.

- An individual may satisfy the certification requirement by providing documentation "signed by an employee, agent, or volunteer of a victim service provider, an attorney, judge, law enforcement agent or a medical professional, from whom the victim has sought assistance in addressing the actual or threatened abuse"

OR

- The GGHA or owner/manger may provide benefits to an individual based solely on the individual's statement or other corroborating evidence.

V. Evicting Or Terminating Assistance Of A Perpetrator

- Notwithstanding any Federal, State, or local law to the contrary, the GGHA may terminate assistance to, or an owner or manager may bifurcate a lease, or remove a household member from a leases, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant. GGHA may require a restraining order, police report and/or other form of verification from the victim prior of termination of the assistance of a tenant who engages in criminal acts of physical violence against family members and others.

Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the relevant program of HUD-assisted housing.

VI. Right To Terminate Tenancy

- The GGHA and owner/manager retain the authority to terminate the tenancy, occupancy, or program assistance of a victim under either of the following conditions:
 - The termination is for a lease violation premised on something other than an act of domestic violence, dating violence, or stalking against the victim and the GGHA or owner is holding the victim to a standard no more "demanding" than the standard to which other tenants are held.
 - The GGHA or owner/manager can demonstrate an "actual and imminent threat to other tenants or those employed at or providing service to the property" if the tenancy of the victim is not terminated.

VII. Notice Requirements

- The GGHA will provide notice to HCV participants of their rights under VAWA, and to HCV owners/managers of their rights and obligations under VAWA. Applicants will receive the "Notification of Rights and Obligations Violence Against Women Act" statement in their briefing packet. All HCV participants will receive the "Notification of Rights and Obligations Violence Against Women Act" statement at their annual re-examinations.

VIII. Confidentiality Requirements

- All information provided to the GGHA or owner/manager regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, will be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.
- HCV participants are notified of their confidentiality rights in the "Notification of Rights and Obligations Violence Against Women Act" form that is given to them at the annual re-examinations. Applicants receive this notice at the briefings.

IX. Other Federal, State Or Local Laws

- VAWA does not supersede any provision of federal, state, or local law that provides greater protection to victims of domestic violence, or stalking.

ATTACHMENT B
Interjurisdictional Mobility Agreement

MAYOR

Miguel A. Pulido
MAYOR PRO TEM
Claudia C. Alvarez
COUNCILMEMBERS
P. David Benavides
Carlos Bustamante
Michele Martinez
Vincent F. Sarmiento
Sal Tinajero



CITY OF SANTA ANA
20 CIVIC CENTER PLAZA • P.O. BOX 1988
SANTA ANA, CALIFORNIA 92702

Attachment 1

CITY MANAGER
David N. Ream
CITY ATTORNEY
Joseph W. Fletcher
CLERK OF THE COUNCIL
Patricia E. Healy

RECEIVED
FEB 09 2009
HOUSING AUTHORITY

January 29, 2009

Mary Ann Hamamura
Deputy Director
Community Development Department
Garden Grove Housing Authority
11400 Stanford Avenue
Garden Grove, CA 92840

Dear Ms. Hamamura:

The Santa Ana Housing Authority (SAHA) is formally notifying you that effective April 1, 2009, we will be terminating the Interjurisdictional Mobility Agreement.

In order to avoid excess burden to the Garden Grove Housing Authority (GGHA), the following outlines the transition from Mobility to Portability as discussed with GGHA staff:

1. Effective April 1, 2009, any voucher holder moving into or from SAHA jurisdiction will be handled under Portability.
2. SAHA Voucher holders in GGHA's jurisdiction will be swapped for the same number of GGHA Voucher holders in SAHA jurisdiction, which are approximately 77. This will be done effective June 1 with paperwork being provided to GGHA at the end of April.
3. In the months of August and September, approximately 105 files will be port-out to GGHA, with paperwork provided approximately five weeks in advance.

We would like to thank you and your staff for the assistance they have and will be providing during this transition. If you have any questions, please contact Shelly Landry-Bayle at (714) 667-2287.

Sincerely,

Cynthia J. Nelson
Deputy City Manager for Development Services
Community Development Agency

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew Fertal
Dept: Director
Subject: REPORT ON IMPACT OF SANTA ANA HOUSING AUTHORITY'S TRANSITION FROM MOBILITY TO PORTABILITY

From: Susan Emery
Dept: Community Development
Date: November 24, 2009

OBJECTIVE

To report the impact of Santa Ana Housing Authority's transition from Mobility to Portability for out-of-jurisdiction Voucher tenants.

BACKGROUND

Effective April 1, 2009, the Santa Ana Housing Authority terminated its Mobility Agreement with Garden Grove, Orange County, and Anaheim Housing Authorities.

The Mobility Agreement allowed Voucher holders to move out of jurisdiction and still receive services from their original agency. Inspections would be conducted by the appropriate agency based on the location of the unit. For instance, if a Santa Ana client moved to Garden Grove, they would continue to receive services from Santa Ana. Garden Grove would conduct the inspection for a fee. The agreement stipulated a fee of \$150, which included an initial inspection and a re-inspection. Mobility was a cost-effective regional solution to cumbersome federal regulations, which made housing vouchers portable anywhere in the US.

Santa Ana's decision to terminate its participation in the Mobility Agreement resulted in transitioning its out-of-jurisdiction clients to Portability. Under Portability our agency is required to fully service their clients; i.e., determine ongoing income eligibility, conduct Housing Quality inspections, ensure compliance of tenant obligations, and make rent payments to the landlords. Santa Ana then transfers 80% of their Administrative Fees and 100% of the Housing Assistance Payment to Garden Grove in order to reimburse our agency for services rendered to their clients. The process began in April and was completed in October. To date, Garden Grove is fully administering the Voucher Program for 240 of Santa Ana's clients, who live in Garden Grove, under Portability guidelines. The GGHA is receiving approximately \$15,000 per month in additional Administrative fees from Santa Ana.

REPORT ON IMPACT OF TRANSITION
FROM MOBILITY TO PORTABILITY
November 24, 2009
Page 2

FISCAL IMPACT

None.

COMMUNITY VISION IMPLEMENTATION

Seek to ensure quality housing opportunities in the community, without unduly burdening existing residents.

RECOMMENDATION

It is recommended that the Housing Authority Commissioners:

- Receive and file the report on impact of Santa Ana's transition from Mobility to Portability.

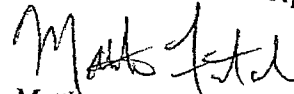


SUSAN EMERY
Community Development Director



By: Mary Ann Hamamura
Deputy Director

Recommended for Approval


Matthew Ferial
Director

Attachment 1: City of Santa Ana Notification Letter



AGENDA
Regular Meeting

GARDEN GROVE HOUSING AUTHORITY

Community Meeting Center, Council Chamber
11300 Stanford Avenue, Garden Grove, CA 92840

November 27, 2012

Open Session

6:30 p.m.

ROLL CALL: COMMISSIONER BECKLES, COMMISSIONER BROADWATER,
COMMISSIONER JONES, COMMISSIONER NGUYEN,
COMMISSIONER O'CONNOR, VICE CHAIR DALTON, CHAIR BEARD

1. ORAL COMMUNICATIONS:

2. CONSENT ITEMS: (Items 2.a. through 2.c. will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Commissioner.)

2.a. Housing Authority Status Report for October 2012.

2.b. Memorandum of Agreement Inter-Jurisdictional Mobility with the Garden Grove, Anaheim, and Orange County Housing Authorities.

2.c. Minutes from the meetings held on September 25, 2012, and October 23, 2012.

3. PUBLIC HEARINGS: None.

4. ITEMS FOR CONSIDERATION: None.

5. MATTERS FROM CHAIR, COMMISSIONERS AND DIRECTOR:

6. ADJOURNMENT:

DUE TO THE HOLIDAYS, THE TUESDAY, DECEMBER 25, 2012, MEETING OF THE GARDEN GROVE HOUSING AUTHORITY WILL BE CANCELLED.

The next Regular Meeting of the Housing Authority will be held on Tuesday, January 22, 2013, at 6:30 p.m. in the Council Chamber of the Community Meeting Center, 11300 Stanford Avenue, Garden Grove.

Garden Grove Housing Authority
INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal

From: Susan Emery

Dept: Director

Dept: Community Development

Subject: MEMORANDUM OF AGREEMENT

Date: November 27, 2012

AMONG GARDEN GROVE,
ANAHEIM, AND ORANGE
COUNTY HOUSING
AUTHORITIES

OBJECTIVE

OBJECTIVE

To seek Housing Authority approval of the Inter-Jurisdictional Agreement among the Garden Grove, Anaheim and Orange County Housing Authorities

BACKGROUND

BACKGROUND

The Garden Grove Housing Authority currently operates under an approved Mobility Agreement with the Anaheim and Orange County Housing Authorities. This agreement has been in effect since November 6, 2007, and allows Section 8 participants to move with assistance easily within the three jurisdictions.

DISCUSSION

DISCUSSION

The effective date of the revised agreement is December 1, 2012 and the body of the agreement has remained relatively unchanged. The revised agreement has been reviewed and approved as to form by the City Attorney.

FINANCIAL IMPACT

FINANCIAL IMPACT

There is no financial impact to the General Fund. Fees will be paid by federal grants received from the Department of Housing & Urban Development.

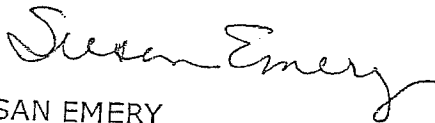
RECOMMENDATION

It is recommended that the Housing Authority:

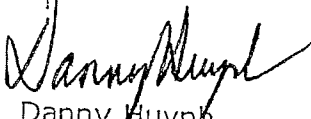
- Approve the Memorandum of Agreement Inter-Jurisdictional Mobility Agreement among the Garden Grove, Anaheim and Orange County Housing Authorities; and

ADOPTION OF MOBILITY AGREEMENT REVISION
DECEMBER 1, 2012
November 27, 2012
Page 2

- Authorize the Director to execute the Agreement and any subsequent revisions or amendments.



SUSAN EMERY
Community Development Director



By: Danny Huynh
Housing Authority Manager

Attachment 1: Memorandum of Agreement - Inter-Jurisdictional Mobility

Recommended for Approval



Matthew Ferial
Director

**MEMORANDUM OF AGREEMENT
INTER-JURISDICTIONAL MOBILITY**
Among
ORANGE COUNTY HOUSING AUTHORITY
Division of OC Community Services
And
ANAHEIM HOUSING AUTHORITY
And
GARDEN GROVE HOUSING AUTHORITY

This Memorandum of Agreement, hereinafter referred to as "MOA," entered into on the date first written below, is by and among the Public Housing Agencies (PHAs) of the Cities of Anaheim, Garden Grove, and the County of Orange, a political subdivision of the State of California. Each of the Cities and the County of Orange are authorized as a PHA by the State of California to operate within their respective cities and to foster Inter-jurisdictional Mobility in the administration of the Department of Housing and Urban Development (HUD) Section 8 Rental Housing Choice Voucher (HCV) Program, referred to as "PARTY," or collectively as "PARTIES."

RECITALS

WHEREAS, the Housing Choice Voucher (HCV) Program, established pursuant to the provisions of Section 8 of the U.S. Housing Act of 1937, as amended (42 CFR U.S.C. 1437 f) authorizes the payment of rental subsidies to a private owner of housing units on behalf of eligible families who enter into a lease agreement for an eligible unit.

WHEREAS, the authority to enter into this MOA is contained in the following applicable federal regulations for the Housing Choice Voucher (HCV) Program: 24 CFR Part 982, 982.353, and 982.355. These regulations address Portability and related procedures and emphasize that PHAs must provide families with the broadest choice regarding the location of units, both within and outside their respective jurisdictions.

WHEREAS, the PHAs entering into this MOA are public housing agencies located and duly authorized to operate in the State of California.

WHEREAS, each PHA entering into this MOA has also entered into an Annual Contributions Contract (ACC) with HUD. Each PHA is also authorized to administer the Housing Choice Voucher (HCV) Program within its respective jurisdiction.

WHEREAS, the three jurisdictions covered by the PHAs entering into this MOA are located within the geographic boundaries of the County of Orange. These PHAs desire to execute this MOA to promote mobility and freedom of choice for low-income families seeking housing assistance under the Housing Choice Voucher (HCV) Program. This MOA is also intended to

simplify, facilitate and improve inter-jurisdictional administration of the Housing Choice Voucher (HCV) Program by eliminating often-cumbersome procedures that would otherwise be necessary under Portability requirements.

NOW THEREFORE, the Parties mutually agree as follows:

DEFINITION OF TERMS

For the purposes of this MEMORANDUM OF AGREEMENT, the following definitions shall apply:

- A. The term "Administrative Plan" is defined as the plan that describes PHA policies for the administration of the Section 8 Housing Choice Voucher (HCV) Program.
- B. The term "Annual Contributions Contract" (ACC) shall mean a written agreement between HUD and a PHA to provide annual contributions for the purpose of providing Housing Assistance Payments (HAP) and other expenses pursuant to the Housing Choice Voucher (HCV) Program.
- C. The term "Host Jurisdiction" shall mean the jurisdiction of a PHA in Orange County where the Issuing PHA is not otherwise authorized to administer its programs, but to which an eligible family wishes to move and use a Voucher issued by the Issuing PHA.
- D. The term "Housing Quality Standards" (HQS) shall mean the minimum dwelling unit standards required to protect the health and safety of tenants.
- E. The term "HUD Portability Procedures" shall mean the procedures required by federal regulations governing the use of Vouchers in a jurisdiction of another PHA in the absence of a voluntary MOA between or among these agencies.
- F. The term "Issuing PHA" shall mean a PHA that issued a Voucher to a family participating in the Housing Choice Voucher (HCV) Program in Orange County, California (Orange County) that wishes to move to another PHA's jurisdiction within Orange County (Host PHA).
- G. The term "Jurisdiction" shall mean the geographical area in which a PHA has authority under state and local law to administer the Housing Choice Voucher (HCV) Program.
- H. The term "Mobility" is distinct from Portability and shall mean the movement of Housing Choice Voucher Holders among the three PHAs within the geographic boundaries of the County of Orange, California (e.g. Anaheim, Garden Grove, and Orange County), the details of which are outlined in this MOA.
- I. The term "Portability" shall mean a Voucher recipient's right to move from one PHA's jurisdiction to another PHA's jurisdiction within the United States and associated territories.
- J. The term "Voucher(s)" shall mean a HUD Section 8 Housing Choice Voucher.

AGREEMENT

In consideration of the mutual advantages to be derived from this MOA, the PHAs entering into this MOA agree to the following provisions:

The parties to this MOA hereby find and declare that the above Recitals and Definitions of Terms are true and correct, and incorporated herein by this reference.

I. Inter-jurisdictional Program Administration

A. The PHAs entering into this MOA hereby authorize each of the other PHAs entering into this MOA to administer the Housing Choice Voucher (HCV) Program within the Host PHA's jurisdictional boundaries, subject to the terms of this MOA.

B. The PHAs entering into this MOA will cooperate with one another to the maximum extent possible, including the sharing and exchanging of information which may be necessary for the effective implementation of this MOA.

C. It is often difficult to estimate the administrative costs incurred by both the Issuing and Host PHA in order to conform to federal regulations. Therefore, the flat fees the PHAs have agreed to in this MOA are considered reasonable estimates for the performance of services required. Pursuant to this MOA, the Issuing PHA shall retain 100% of its administrative fees under the Housing Choice Voucher (HCV) Program, and no administrative fee shall be owed to the Host PHA whenever a family leases a unit within the Host PHA's jurisdiction.

II. PHA Administrative Plans – General Rule

The Parties recognize that their respective Administrative Plans may not be identical in all respects and therefore, the Parties agree that, except as set forth in this MOA, the Administrative Plan of the Issuing PHA shall govern administration of a Voucher issued by that PHA, regardless of the PHA jurisdiction in which it is used. The exceptions to this general rule include the following: Payment Standards, Utility Allowances, Rent Reasonableness Standards, and Housing Quality Standards as referenced in Section III, Paragraphs B., C., and D. below.

III. Rules Regarding Payment Standards, Utility Allowances, Rent Reasonableness Standards, and Housing Quality Standards (HQS)

A. General Provisions

It is hereby agreed that whenever a Voucher issued by an Issuing PHA is to be used in another PHA's jurisdiction, the standards of the Host PHA's Payment Standards, Utility

Allowances, Rent Reasonableness Standards, and Housing Quality Standards will apply. Documentation completed by the Host PHA will verify that standards have been met and comply with HUD requirements.

B. Payment Standards and Utility Allowances

The PHAs entering into this MOA shall exercise due diligence in adopting Payment Standards and Utility Allowances that reflect the current real estate market.

C. Rent Reasonableness Standards

A Host PHA shall be required to provide a Rent Reasonableness Certification ("RRC") to the Issuing PHA at the time the HQS inspection request is returned. The Host PHA, in issuing such information, certifies that it has conducted a diligent analysis of prevailing rents in their jurisdiction. By accepting the RRC, the Issuing PHA is not responsible and shall not be held liable for any errors or omissions on the part of the Host PHA.

D. Housing Quality Standards (HQS)

1. The PHAs entering into this MOA shall maintain HQS equal to or exceeding those required by HUD.
2. When the Host PHA uses standards that exceed or are more stringent than the minimum standards required by HUD, such standards shall apply for all housing inspections performed by the Host PHA pursuant to this MOA.
3. The Host PHA is responsible for the completion of HQS inspection requests from an Issuing PHA. This includes:
 - a. Initial Inspections

In order to assist an eligible family expeditiously, upon receipt of the inspection request from an Issuing PHA, the Host PHA will complete the HQS inspection, including all related documentation, within fifteen (15) calendar days of the date that the Host PHA confirms with the owner that the unit is ready for inspection. The Host PHA will bill the Issuing PHA a fee for this service, as per the agreement detailed in Exhibit I of this MOA entitled Fee Schedule.

b. Annual Inspections

Referrals for an annual HQS inspection to the Host PHA will be completed within 60 calendar days of the date the request was received. The Host PHA will be responsible for the scheduling and performance of an annual HQS inspection request. The Host PHA will bill the Issuing PHA a fee for this service, as per the agreement detailed in Attachment I of this MOA entitled Fee Schedule.

c. Special Inspections

Upon receipt of a request from the Issuing PHA for a special HQS inspection (e.g. those resulting from damages, complaints, etc.), the Host PHA will schedule and complete the special inspection within fifteen (15) calendar days of the date that the Host PHA has confirmed receipt of the request. The Issuing PHA may request that one of their staff be present at these special inspections. The Host PHA will bill the Issuing PHA a fee for this service as delineated in Attachment I of this MOA entitled Fee Schedule.

d. Suspected Fraud Inspections

The Issuing PHA, after written notification to the Host PHA, will be permitted to conduct such inspections as deemed necessary in accordance with its own established policies and procedures.

IV. Courier Service and Exchange of Records and Documents

- A. In order to ensure timely transactions between the PHAs entering into this MOA, a courier service will be employed to deliver relevant information required to carry out the conditions outlined in this MOA. Courier service will occur between the PHAs entering into this Agreement not less than once per week, as necessary. More frequent courier service may occur upon arrangement by all PHAs entering into this MOA.
- B. Payment for such courier services will be borne by each participating PHA on a yearly, rotating basis, effective January 1 of each year and ending December 31 of that year.
- C. In the event that an alternative technology or resource becomes available that is more cost-effective or efficient than the courier service in exchanging records and documents, the use

of the courier service may be modified by mutual agreement of the PHAs. The PHAs entering this MOA are receptive to exploring electronic methods of document exchanges including electronic imaging, email, and FAX.

V. Performance

The PHAs entering into this MOA will retain sufficient resources to meet the anticipated workload that may be generated as a result of this MOA. Should an unanticipated event or emergency occur that has an impact upon the Host PHA's ability to complete an inspection within the performance criteria set forth in this MOA, the Host PHA will notify the Issuing PHA. The Issuing PHA will determine which of the following options is to be taken: (1) Performing the inspection themselves, or; (2) Extending the timeframe that the Host PHA has to complete the inspection, based upon a mutually agreeable period by each respective PHA.

VI. Agreement Limitations

This MOA is intended solely for the purpose of administering the Housing Choice Voucher (HCV) Program, and no other programs administered by the PHAs entering into this MOA. This MOA will not conflict with, nor prejudice, any federal regulations governing Portability procedures under the Housing Choice Voucher (HCV) Program as they relate to any other PHAs who are not a party to this MOA.

VII. Yearly Exchange of Files

On an annual basis, each PHA entering into this MOA has the option of undertaking the necessary procedures to exchange with the appropriate Issuing PHA the administration of an agreed-upon number of Vouchers administered by any other PHA covered in this MOA. It is emphasized that this yearly exchange of files/assisted tenants is optional, and dependent upon a mutual agreement between the respective PHAs in this MOA. If agreed upon, such yearly exchanges will occur when mutually convenient and shall represent a one-for-one exchange when feasible. PHAs will also insure that there is uniformity regarding documentation, including owner tax identification of any such files exchanged.

VIII. Termination of Participation

- A. It is hereby agreed that a PHA may terminate its participation in this MOA at any time after submitting a written notice to all the PHAs that have entered into this MOA. Such notice will

occur no later than sixty- (60) calendar days prior to taking such action. The termination of participation in this MOA by any PHA shall not result in the termination of the entire MOA, and the MOA shall continue among or between the remaining PHAs covered by this MOA.

- B. If a PHA decides to terminate its participation in this MOA, on the date of termination the PHA will be subject thereafter to HUD Portability Procedures. Such PHA shall take the necessary steps to implement the HUD Portability Procedures into effect for such Vouchers, and within a reasonable time, not to exceed sixty- (60) calendar days, after notification to the other PHAs of the intent to terminate participation.

IX. Term of Agreement

This MOA will remain in effect for a five-year period, December 1, 2012 through November 30, 2017. However, any of the PHAs participating in this MOA may elect to terminate participation in this MOA under the provisions of VIII. A. above.

NOW THEREFORE, as the governing board of each of the PHAs has duly authorized, and in witness of the foregoing, the PHAs hereby execute this MOA.

AGREEMENT


INTERJURISDICTIONAL ADMINISTRATION

Of Section 8 Housing Choice Voucher (HCV) Program

ORANGE COUNTY HOUSING AUTHORITY

Concur:

mmf

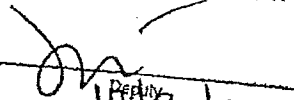


Karen Roper, Executive Director

12/20/12

Date

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

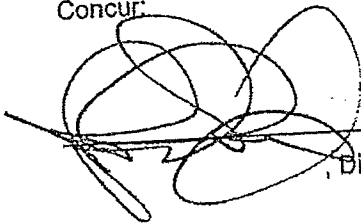
By 

Date 10/30/2012

AGREEMENT
INTER-JURISDICTIONAL ADMINISTRATION
Of Section 8 Housing Choice Voucher (HCV) Program

ANAHEIM HOUSING AUTHORITY

Concur:

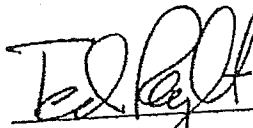


Director

11/29/12

Date

Approved as to Form:

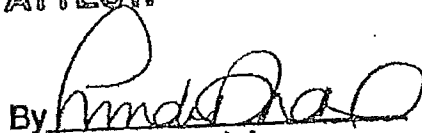


Assistant, City Attorney

10-11-12

Date

ATTEST:

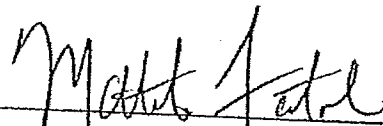
By 

Linda N. Andal
City Clerk

AGREEMENT
INTER-JURISDICTIONAL ADMINISTRATION
Of Section 8 Housing Choice Voucher (HCV) Program

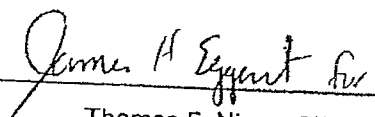
GARDEN GROVE HOUSING AUTHORITY

Concur:


Matthew J. Fertal, Director

11-28-12
Date

Approved as to Form:


Thomas F. Nixon, City Attorney

10/16/2012
Date

MEMORANDUM OF AGREEMENT
INTER-JURISDICTIONAL ADMINISTRATION
Of Section 8 Housing Choice Voucher (HCV) Program

ATTACHMENT I

FEE SCHEDULE

The fees set forth under this schedule regard specific activities covered under this Agreement. The following fees may be amended at any time by mutual agreement of all participating PHAs. Such agreement may be evidenced by the written concurrence of the Executive Directors of the PHAs entering into this Agreement.

1. The Host PHA shall be reimbursed the sum of one hundred and fifty dollars (\$150.00) for each inspection requested by the Issuing PHA, including one (1) follow-up re-inspection, if needed.
2. In the event an additional re-inspection is required, the Host PHA shall be reimbursed the sum of seventy-five dollars (\$75.00) for each such additional re-inspection requested by the Issuing PHA.
3. The Host PHA may be further reimbursed for any additional expenses as may be mutually agreed upon between PHAs for services requested by the Issuing PHA that may not be covered by these inspections.

Expenses for the services above will be billed to the Issuing PHA and shall be paid promptly to the Receiving PHA.

GLOSSARY

A. ACRONYMS USED IN SUBSIDIZED HOUSING

ACC	Annual Contributions Contract
BR	Bedroom.
CFR	Code of Federal Regulations. Commonly referred to as "the regulations." The CFR is the compilation of Federal rules that are first published in the Federal Register and define and implement a statute.
EID	Earned Income Disallowance
EIV	Enterprise Income Verification
FMR	Fair Market Rent.
FSS	Family Self-Sufficiency
FY	Fiscal Year
GGHA	Garden Grove Housing Authority
GR	Gross Rent
HAP	Housing Assistance Payment
HCV	Housing Choice Voucher
HQS	Housing Quality Standards
HUD	The Department of Housing and Urban Development, or its designee
IG	Inspector General
IRA	Individual Retirement Account
LEP	Limited English Proficiency
MSA	Metropolitan Statistical Area. Established by the U.S. Census Bureau.
PIC	PIH Information Center
PIH	(HUD office of) Public and Indian Housing
PHA	Public Housing Agency.
PS	Payment Standard
RFAT	Request for Approval of Tenancy.
SEMAP	Section Eight Management Assessment Program
SRO	Single Room Occupancy
TR	Tenant Rent
TIN	Tax Identification Number
TTP	Total Tenant Payment

UA	Utility Allowance
URP	Utility Reimbursement Payment
VASH	Veterans Affairs Supportive Housing
VAWA	Violence Against Women Reauthorization Act of 2005
VMS	Voucher Management System

B. GLOSSARY OF TERMS

ADMINISTRATIVE PLAN. The HUD required written policy of the PHA governing its administration of the HCV program. The Administrative Plan and any revisions must be approved by the PHA's board and a copy submitted to HUD.

ABSORPTION. In portability, the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

ACC RESERVE ACCOUNT. (Formerly "Project Reserve.") Account established by HUD from amounts by which the maximum payment to the PHA under the consolidated ACC (during a PHA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

ACCESSIBLE. The facility or portion of the facility can be approached, entered, and used by individuals with physical handicaps.

ADJUSTED INCOME. Annual income, less the allowable HUD deductions.

ADMINISTRATIVE FEE. Fee paid by HUD to the PHA for administration of the program.

ADMINISTRATIVE FEE RESERVE. (Formerly "Operating Reserve.") Account established by PHA from excess Administrative Fee Income. The Administrative Fee Reserve must be used for housing purposes.

ADMISSION. The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point where the family becomes a participant in the program.

ANNUAL BUDGET AUTHORITY. The maximum annual payment by HUD to a PHA for a funding increment.

ANNUAL CONTRIBUTIONS CONTRACT (ACC). A written contract between HUD and a PHA. Under the contract, HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program.

ANNUAL INCOME. The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above), less the HUD-approved allowances.

APPLICANT (or Applicant Family). A family/individual that has applied for admission to a program, but is not yet a participant in the program.

AREA EXCEPTION RENT. Rent based on a HUD-approved payment standard amount that is higher than the basic range for a designated part of the Fair Market Rent area ("exception area").

ASSETS. (See "Net Family Assets.")

ASSISTED TENANT. A tenant who pays less than the market rent as defined in the regulations. Includes: tenants receiving rent supplement, Rental Assistance Payments or Section 8 assistance, and all other 236 and 221 (d)(3) BMIR tenants; except those paying the 236 Market Rent or 120% of the BMIR rent, respectively.

BUDGET AUTHORITY. An amount authorized and appropriated by the Congress for payment to HA's under the program. For each funding increment in a PHA program, Budget Authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

CHILD CARE EXPENSES. Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed, or for a household member to further his/her education.

CO-HEAD. An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has both a Co-head and a Spouse; also, a Co-head is never a Dependent).

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT. (Consolidated ACC.) See 24 CFR 982.151.

CONTIGUOUS MSA. In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

CONTINUOUSLY ASSISTED. An applicant is "continuously assisted" under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Certificate or Voucher Program.

CONTRACT. (See "Housing Assistance Payments Contract.")

DEPENDENT. A member of the family household, (excluding foster children), other than the family head or spouse, who is under 18 years of age, is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

DISABILITY ASSISTANCE EXPENSES. Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

DISABLED PERSON/PERSON WITH DISABILITIES. A person who has a disability as defined in 42 U.S.C. 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes). See "Individual with handicaps".

DISABLED FAMILY. A family where the Head of Household or spouse meet any of the above criteria for Disabled Person.

DISPLACED PERSON/FAMILY. A person/family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared, or otherwise formally recognized, under Federal Disaster Relief laws.

DRUG-RELATED CRIMINAL ACTIVITY. The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C 802).

ELDERLY HOUSEHOLD. A family whose Head of Household, spouse, or sole member is at least 62 years of age; may include two or more elderly persons living together, or one or more such persons living with another person that is determined to be essential to his/her care and well-being.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBILITY INCOME. May 10, 1984, regulations deleted "Eligibility Income," per se, because Annual Income is now used for eligibility determination to compare to income limits.

ELIGIBLE FAMILY. A family is defined by the PHA in the Administrative Plan, which is approved by HUD.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 that exceeded 25% of the Annual Income. It is no longer used.

EXCEPTION RENT. In the Pre-merger Certificate Program, an initial rent (Contract Rent plus any utility allowance) in excess of the published FMR. (See "Area Exception rent.")

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly or disabled families only in excess of 3% of Annual Income that are not reimbursable from any other source.

EXTREMELY LOW-INCOME FAMILY. A family whose annual income does not exceed 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

FAIR MARKET RENT (FMR). The rent, including the cost of all utilities (except telephone) that would be required to be paid in the housing market area of the existing privately-owned unit of decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair Market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms), and are published in the *Federal Register*.

FAMILY. "Family" includes, but is not limited to:

- An Elderly Family or Single Person as defined in 24 CFR 5.403(b),
- The remaining member of a Tenant Family, and
- A Displaced Person.

FAMILY OF VETERAN OR SERVICE PERSON. A family is a "family of veteran or service person" when:

- The veteran or service person is either: (a) the Head of the Household or is related to the Head of the Household; or (b) deceased, related to the Head of Household, and was a family member at the time of death; or
- The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless s/he was: (a) formerly the Head of Household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the Head of the Household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

FAMILY SHARE. The amount calculated by subtracting the housing assistance payment from the gross rent.

FAMILY UNIT SIZE. The size of the HCV issued to the family based on the PHA's subsidy standards.

FMR/EXCEPTION RENT LIMIT. HUD headquarters publishes the Fair Market Rent. In the HCV program the PHA may adopt a payment standard, which is between 90% - 110% of the FMR.

FOSTER CHILD CARE PAYMENT. Payment to eligible households by State, local, or private agencies appointed by the State to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is attending school or vocational training on a full-time basis.

GROSS FAMILY CONTRIBUTION. Changed to Total Tenant Payment.

GROSS RENT. The sum of the rent to owner and the utility allowance. If there is no utility allowance, the rent to owner equals Gross Rent.

HAP CONTRACT. (See "Housing Assistance Payments Contract.")

HEAD OF HOUSEHOLD. The Head of Household is the person who assumes legal and financial responsibility for the household and is listed on the application as the head.

HOUSING AGENCY. A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "PHA" includes an Indian Housing Authority (IHA). ("PHA" and "IHA" mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PAYMENT. The monthly assistance payment by a PHA. The total assistance payment consists of:

- A payment to the owner for the rent to owner under the family's lease.
- An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

HOUSING ASSISTANCE PAYMENTS CONTRACT. (HAP contract). A written contract between a PHA and an owner in the form prescribed by HUD headquarters, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible family.

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the HCV.

HUD REQUIREMENTS. HUD issues regulations through Federal Register notices, or other binding program directives.

IMPUTED ASSET. Asset disposed for less than Fair Market Value during two years preceding examination or re-examination.

IMPUTED INCOME. HUD Passbook Rate X total cash value of assets. Calculation used when assets exceed \$5,000.

INDIVIDUAL WITH HANDICAPS. Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

INITIAL PHA. In portability, the term refers to both:

- A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and
- A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

INITIAL PAYMENT STANDARD. The payment standard at the beginning of the HAP contract term.

INITIAL RENT TO OWNER. The rent to owner at the beginning of the HAP contract term.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY. Annual Income.

INDIAN. Any person recognized as an American Indian or Alaska Native by an Indian Tribe, the Federal Government, or any State.

JURISDICTION. The area in which the PHA has authority under State and local law to administer the program.

LANDLORD. This term means either the owner of the property or his/her representative, or the managing agent or his/her representative, as designated by the owner.

LEASE. A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA.

LEASE ADDENDUM. See "Tenancy" addendum.

LIVE-IN AIDE. A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- Is determined to be essential to the care and well being of the person;
- Is not obligated for the support of the person; and
- Would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE. A preference used by the PHA to select among applicant families without regard to their federal preference status.

LOW-INCOME FAMILY. A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the Certificate Program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

MANUFACTURED HOME. A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS A special housing type. [24 CFR 982.620 and 982.621]

MANUFACTURED HOME SPACE. In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. [24 CFR 982.622 to 982.624]

MARKET RENT. The rent HUD authorizes the owner of FHA-insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured, multi-family project in which a portion of the total units receive project-based rental assistance under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is the rent approved by HUD and is the Contract Rent for a HCV.

MEDICAL EXPENSES. Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. A deduction for Elderly Households only. These allowances are given when calculating Adjusted Income for medical expenses in excess of 3% of Annual Income.

MINOR. A member of the family household (excluding foster children), other than the family head or spouse, who is under 18 years of age.

MIXED FAMILY. A family with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3).

MONTHLY ADJUSTED INCOME. One-twelfth (1/12) of the Annual Income after allowances or Adjusted Income.

MONTHLY INCOME. One-twelfth (1/12) of the Annual Income.

NATIONAL. A person who owes permanent allegiance to the United States; for example, as a result of birth in a United States territory or possession.

NEAR-ELDERLY FAMILY. A family whose head, or spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 year of age but below the age of 62 living with one or more live- in aides.

NEGATIVE RENT. Now called "Utility Reimbursement." A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

NET FAMILY ASSETS. Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

NET FAMILY CONTRIBUTION. Formerly called "Tenant Rent."

NON-CITIZEN. A person who is neither a citizen nor a national of the United States.

OWNER. Any persons or entity having the legal right to lease or sublease a unit to a participant.

PARTICIPANT. A family that has been admitted to the PHA's HCV program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease term).

PAYMENT STANDARD. The maximum subsidy payment for a family (before deducting the family contribution). The PHA sets a payment standard in the range from 90 to 110 percent of the current FMR/exception rent limit.

PHA PLAN. The Annual Plan and the Five-Year Plan as adopted by the PHA and approved by HUD in accordance with part 903 of this chapter.

PORTABILITY. Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

PREMISES. The building or complex in which the dwelling unit is located, including common areas and grounds.

PROGRAM. The HCV assistance program under this part.

PROGRAM RECEIPTS. HUD payments to the PHA under the consolidated ACC, and any other amounts received by the PHA in connection with the program.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, State, or local governments.

PUBLIC HOUSING AGENCY (PHA). PHA includes any State, County, municipality or other governmental entity or public body that is authorized to administer the program (or an agency or instrumentality of such an entity), or any of the following:

- A consortia of housing agencies, each of which meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members);
- Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or a PHA) on October 21, 1998; or
- Any area outside the jurisdiction of a PHA that is administering a tenant-based program, where HUD determines that such PHA is not administering the program effectively, or a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

REASONABLE RENT. A rent to owner that is not more than rent charged for comparable units in the private unassisted market, and not more than the rent charged for comparable unassisted units in the premises.

RECEIVING PHA. In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a certificate or voucher and provides program assistance to the family.

RECERTIFICATION. Sometimes called "Reexamination." The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months, if there are no additional changes to be reported. There are annual and interim recertifications.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members moved out of the unit.

RENT TO OWNER. The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide for and pay.

RESIDENCY PREFERENCE. A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("Residency Preference Area").

SECRETARY. The Secretary of Housing and Urban Development.

SECTION 8. Section 8 of the United States Housing Act of 1937, which governs the HCV program.

SECURITY DEPOSIT. A dollar amount which can be applied to unpaid rent, damages, or other amounts to the owner under the lease.

SERVICE PERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone.

SPECIAL ADMISSION. Admission of an applicant that is not on the PHA Waiting List or without considering the applicant's Waiting List position.

SPECIAL HOUSING TYPES. [See Subpart M of 24 CFR 982, that states the special regulatory requirements for SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).]

SPOUSE. The husband or wife of the Head of the Household.

SUBSIDY STANDARDS. Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions

SUBSTANDARD UNIT. Substandard housing is defined by HUD for use as a federal preference.

SUSPENSION/TOLLING. Stopping the clock on the term of a family's or voucher for such period as determined by the PHA; from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request.

TENANCY ADDENDUM. In the lease between the tenant and the owner, it is the lease language required by HUD.

TENANT. The person or persons (other than a live-in-aide) who executes the lease as lessee of the dwelling unit.

TENANT RENT. The amount payable monthly by the family as the rent to the owner of the unit.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD Rent Formula requires the tenant to pay toward rent and utilities.

UIV. Up-front Information Verification. UIV is the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.

UNIT. Residential space for the private use of a family.

UNUSUAL EXPENSES. Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

UTILITIES. Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. If the cost of utilities (except telephone), including range, refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate will be made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

UTILITY REIMBURSEMENT PAYMENT. The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VASH PROGRAM. A national initiative originally implemented in 1992 as a collaborative effort between the US Dept of Housing and Urban Development and the Veterans Affairs Department that provides permanent housing and supportive services to homeless veterans. The program partners the Public Housing Authority and the Veterans Affairs Medical Center. The goal of the Program is to combine Section 8 rental assistance vouchers with case management and clinical services provided by the Veterans Affairs Department at its medical centers to enable homeless veterans to re-integrate in the community to lead healthy, productive lives.

VERY LOW-INCOME FAMILY. A lower-income family whose annual income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the Certificate and Voucher Programs.

VETERAN. A person who has served in the active military or naval service of the United States at any time and has been discharged or released there from under conditions other than dishonorable.

VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT (VAWA) OF 2005. Prohibits denying admission to the project to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking.

VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

VOUCHER HOLDER. A family holding a voucher with an unexpired term (search time).

VOUCHER PROGRAM. The Housing Choice Voucher program.

WAITING LIST ADMISSION. An admission from the PHA Waiting List.

WAITING LIST. A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

WELFARE ASSISTANCE. Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance

directed solely to meeting housing expenses, nor programs that provide health care, child care, or other services for working families.

C. GLOSSARY OF TERMS USED IN THE NON-CITIZENS RULE

CHILD. A member of the family, other than the Head of Household or spouse, who is under 18 years of age.

CITIZEN. A citizen or national of the United States.

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

PHA. A Housing Authority- either a public housing agency or an Indian Housing Authority or both.

HEAD OF HOUSEHOLD. The adult member of the family who is the Head of the Household for purpose of determining income eligibility and rent.

HUD. Department of Housing and Urban Development.

INS. The U.S. Immigration and Naturalization Service.

MIXED FAMILY. A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NON-CITIZEN. A person who is neither a citizen nor national of the United States.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the PHA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

SPOUSE. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by Public and Indian Housing programs.

AGREEMENT WITH THE GARDEN GROVE HOUSING AUTHORITY FOR THE
ADMINISTRATION OF A TENANT BASED RENTAL ASSISTANCE PROGRAM
(F: H-55.1)

It was moved by Council Member Jones, seconded by Council Member Beard that:

The Subrecipient Agreement between the City of Garden Grove and the Garden Grove Housing Authority for the administration of a Tenant Based Rental Assistance Program be approved; and

The City Manager be authorized to execute the Agreement and any pertinent documents to effectuate the Agreement, and to make minor modifications as appropriate.

The motion carried by a 5-0 vote as follows:

Ayes:	(5)	Beard, Broadwater, Jones, Nguyen, Phan
Noes:	(0)	None
Absent:	(0)	None

**City of Garden Grove
and
Garden Grove Housing Authority**

INTER-DEPARTMENT MEMORANDUM

To:	Matthew J. Fertal	From:	Susan Emery
Dept:	City Manager/Director	Dept:	Community Development
Subject:	APPROVAL OF A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF GARDEN GROVE AND THE GARDEN GROVE HOUSING AUTHORITY FOR THE ADMINISTRATION OF A TENANT BASED RENTAL ASSISTANCE PROGRAM		
		Date:	February 25, 2014

OBJECTIVE

The purpose of this memorandum is to request that the City Council (the "City") and the Garden Grove Housing Authority (the "Authority") consider and approve a Subrecipient Agreement (the "Agreement") between the City and Authority for the administration of a Tenant Based Rental Assistance Program ("TBRA").

BACKGROUND

The City of Garden Grove receives an annual HOME Investment Partnership (HOME) grant from the U.S. Department of Housing and Urban Development (HUD). On June 25, 2013, the City Council approved Substantial Amendment Number 1 to the 2010-15 Consolidated Plan and 2013-14 Annual Action Plan to allocate HOME funds to the Authority for the purpose of providing a TBRA program to qualified very low- and extremely low-income residents.

DISCUSSION

The Housing Authority's Section 8 budget was cut for FY 2013-14. This reduction in funds required the Housing Authority to cut existing very low- and low-income renters from their Section 8 housing program. To fill the Housing Authority's budget gap, \$2,500,000 in HOME funds was reallocated to provide TBRA vouchers to eligible low-income families. The City will contract with the Authority as a sub-recipient to operate a TBRA Assistance Program for the City that is modeled after the Section 8 Housing Choice Voucher Program. The City's TBRA program will subsidize the difference between 30 percent of the household's adjusted monthly income and the City established rent limit. Tenant selection will be based upon very low- and extremely low-income Garden Grove households, which is a high priority need population who are in jeopardy of losing their housing. Like the Section 8

APPROVAL OF SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF GARDEN GROVE
AND THE GARDEN GROVE HOUSING AUTHORITY FOR THE ADMINISTRATION OF A
TENANT BASED RENTAL ASSISTANCE PROGRAM

February 25, 2014

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program, the Housing Authority will make payments directly to property owners on behalf of approximately 180 eligible families annually.

In order for the Authority to administer the TBRA program on behalf of the City, HUD requires that both entities enter into a Subrecipient Agreement.

FINANCIAL IMPACT

The Subrecipient Agreement will have no impact on the General Fund. Funding the TBRA program will come from the City's Federal HOME funds, fill a Section 8 funding reduction and not impact any other planned activities or projects.

RECOMMENDATION

Staff recommends that the City Council:

- Approve the Subrecipient Agreement between the City and Authority for the administration of a Tenant Based Rental Assistance Program;
- Authorize the City Manager to execute the Agreement and any pertinent documents to effectuate the Agreement, and to make minor modifications as appropriate; and

Staff recommends the Housing Authority:

- Approve the Subrecipient Agreement between the City and Authority for the administration of a Tenant Based Rental Assistance Program;
- Authorize the Director to execute the Agreement and any pertinent documents to effectuate the Agreement, and to make minor modifications as appropriate.



SUSAN EMERY

Community Development Director

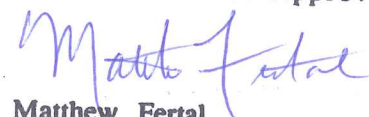


By: Allison Mills

Neighborhood Improvement Manager

Attachment 1: Subrecipient Agreement

Recommended for Approval



Matthew Feral
City Manager

**Subrecipient Agreement has been included in with the
Housing Authority Agency**

SUBRECIPIENT AGREEMENT WITH THE CITY OF GARDEN GROVE FOR THE
ADMINISTRTION OF A TENANT BASED RENTAL ASSISTANCE PROGRAM
(F: H-55.1)

It was moved by Commissioner Nguyen, seconded by Commissioner Phan that:

The Subrecipient Agreement between the City of Garden Grove and the Garden Grove Housing Authority for the administration of a Tenant Based Rental Assistance Program be approved; and

The Director be authorized to execute the Agreement and any pertinent documents to effectuate the Agreement, and to make minor modifications as appropriate.

The motion carried by a 7-0 vote as follows:

Ayes:	(7)	Beard, Beckles, Broadwater, Jones, Nguyen, O'Connor, Phan
Noes:	(0)	None
Absent:	(0)	None

**City of Garden Grove
and
Garden Grove Housing Authority
INTER-DEPARTMENT MEMORANDUM**

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Dept:	City Manager/Director	Dept:	Community Development
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program, the Housing Authority will make payments directly to property owners on behalf of approximately 180 eligible families annually.

In order for the Authority to administer the TBRA program on behalf of the City, HUD requires that both entities enter into a Subrecipient Agreement.

FINANCIAL IMPACT

The Subrecipient Agreement will have no impact on the General Fund. Funding the TBRA program will come from the City's Federal HOME funds, fill a Section 8 funding reduction and not impact any other planned activities or projects.

RECOMMENDATION

Staff recommends that the City Council:

- Approve the Subrecipient Agreement between the City and Authority for the administration of a Tenant Based Rental Assistance Program;
- Authorize the City Manager to execute the Agreement and any pertinent documents to effectuate the Agreement, and to make minor modifications as appropriate; and

Staff recommends the Housing Authority:

- Approve the Subrecipient Agreement between the City and Authority for the administration of a Tenant Based Rental Assistance Program;
- Authorize the Director to execute the Agreement and any pertinent documents to effectuate the Agreement, and to make minor modifications as appropriate.



SUSAN EMERY

Community Development Director

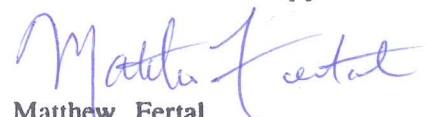


By: Allison Mills

Neighborhood Improvement Manager

Attachment 1: Subrecipient Agreement

Recommended for Approval



Matthew Fertal
Director

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Community Services
Dept.: Kim Huy Dept.: Community Services
Subject: A Proclamation for the Dedication of the Pat Halberstadt Family Campus.
(*Action Item*) Date: 7/12/2016

Attached is the Proclamation for the Dedication of the Pat Halberstadt Family Campus.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	7/6/2016	Backup Material	Pat_Halberstadt.pdf

City of Garden Grove
Proclamation
Dedication of the Pat Halberstadt Family Campus

WHEREAS, Pat Halberstadt's career in youth development began with the Girls Club of Garden Grove in 1974, when she became the third Executive Director of the Club. Under her leadership, the Girls Club of Garden Grove began to grow with two locations, a membership of 600, and serving an average of 250 youth; and

WHEREAS, The Boys Club of Garden Grove was facing major challenges in 1996, so Pat Halberstadt and the Board of Directors agreed to make the Boys Club a part of the Girls Club, which became the Boys and Girls Clubs of Garden Grove (BGCGG); and

WHEREAS, Partnership with the Garden Grove Police Department, the Bruce Beauchamp Juvenile Justice Center, and the Garden Grove Unified School District opened the door for BGCGG's Family Campus Preschool, and contracts for the Truancy Reduction Center, and the Family and Youth Outreach Program; and

WHEREAS, ASES Prop 49 brought after school programs to 49 elementary and intermediate schools. In 2008, BGCGG was the first Boys and Girls Club in Orange County to open two clubs on high school campuses; and

WHEREAS, In 2010, the McKinney Vento Program allowed BGCGG to serve and support homeless youth. Through Family Strengthening programs, BGCGG developed ARCHES (Access to Resources for Children's Health, Education & Support) to connect families to resources and services; and

WHEREAS, In April 2016, Pat Halberstadt retired after serving the Boys and Girls Clubs of Garden Grove for 42 years.

NOW, THEREFORE, BE IT RESOLVED, that the City of Garden Grove does hereby proclaim the dedication of the Pat Halberstadt Family Campus on July 18, 2016. The Garden Grove City Council commend Pat Halberstadt on her retirement, and extends their deepest appreciation for her distinguished service to the community of Garden Grove.

July 12, 2016

Bao Nguyen, Mayor

Steven R. Jones, *Mayor Pro Tem*

Phat Bui, *Council Member*

Christopher V. Phan, *Council Member*

Kris Beard, *Council Member*

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize the Issuance of a Purchase Order to Fairview Ford for one (1) 6-wheel dump truck. (Cost: \$59,946.18) (<i>Action Item</i>)		
		Date:	7/12/2016

OBJECTIVE

To secure City Council authorization to purchase one (1) 6-wheel dump truck from Fairview Ford in the amount of \$59,946.18.

BACKGROUND

Public Works is responsible for providing safe and reliable vehicles for all City departments. The Public Works Department, Water Division, is adding one (1) new 6-wheel dump truck to its fleet of equipment. This fleet addition was approved through the Fiscal Year 2016/17 budget process.

DISCUSSION

Specifications were prepared and sent to bidders in the Southern California area. Two separate attempts in the standard bidding process by the Purchasing Department yielded no responsive bids. After unsuccessfully attempting to obtain bids, pursuant to Municipal Code Section 2.050.060(D) the Finance Director has determined that this vehicle can only be obtained from a single source, and a quote was solicited from Fairview Ford in the amount of \$59,946.18.

FINANCIAL IMPACT

The financial impact is \$59,946.18 to the Water Operations Fund. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of

\$59,946.18 to Fairview Ford for the purchase of (1) 6-wheel dump truck.

By: Steve Sudduth, Equipment Maintenance Lead Worker

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Kimberly Huy
Dept.:	City Manager	Dept.:	Community Services
Subject:	Approval of an Agreement with the Roman Catholic Diocese of Orange for a 5K Event scheduled for September 18, 2016. (<i>Action Item</i>)		
		Date:	7/12/2016

OBJECTIVE

To recommend that City Council approve an Agreement between the City and the Roman Catholic Diocese of Orange to conduct a 5K event on Sunday, September 18, 2016.

BACKGROUND

In May 2016, the Community Event Committee met with representatives from the Roman Catholic Diocese of Orange to discuss the proposed 5K event as part of their 40th anniversary event on Sunday, September 18, 2016. The proposed 5K event would be held at the Christ Cathedral and incorporate Garden Grove city streets as part of the route. The proposed course route would affect city streets along Chapman Avenue between Lewis Street and Harbor Boulevard.

DISCUSSION

The proposed Agreement with the Roman Catholic Diocese of Orange allows the organization to conduct the 5K event and use city streets for the 5K event on Sunday, September 18, 2016. Significant conditions in the Agreement include the following provisions:

- The Roman Catholic Diocese of Orange will reimburse the City for all of the City's costs attributable to the operation of the 5K event (Section 2);
- The Roman Catholic Diocese of Orange is responsible to notify residents and businesses regarding the roads that will experience closures, as well as the hours for these closures (Section 5);
- The Roman Catholic Diocese of Orange is responsible for removal of trash along the route of the 5K event (Section 5); and

- The Roman Catholic Diocese of Orange and its contractors and vendors must comply with insurance requirements, including designation of the City of Garden Grove as an additional insured on the insurance policies (Section 16).

FINANCIAL IMPACT

There will be no financial impact to the City's General Fund. As set forth in the Agreement, the Roman Catholic Diocese of Orange will reimburse the City for all costs incurred in support of the 5K event.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Agreement with the Roman Catholic Diocese of Orange to conduct a 5K event on Sunday, September 18, 2016; and
- Authorize the City Manager to sign the Agreement on behalf of the City, including making minor modifications as appropriate and necessary.

By: Janet Pelayo, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	6/30/2016	Backup Material	Agreement_with_Roman_Catholic_Diocese_-_7-12-16.pdf

ROMAN CATHOLIC BISHOP OF ORANGE 5K EVENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 (the "Effective Date"), by and between the CITY OF GARDEN GROVE, a municipal corporation, hereinafter referred to as "CITY", and the ROMAN CATHOLIC BISHOP OF ORANGE, hereinafter referred to as "ORGANIZATION".

RECITALS

A. ORGANIZATION has requested permission from CITY to sponsor and conduct a 5K event and related activities in the City of Garden Grove utilizing CITY's streets and property.

B. CITY desires to facilitate and permit ORGANIZATION to utilize CITY's streets and property for the proposed event, provided the safety of all residents and orderly conduct of all participants in the 5K event is ensured and CITY is reimbursed for costs it incurs as a result of the 5K event.

C. CITY may lawfully expend money accruing to its general fund for purposes of supporting community events.

D. CITY and ORGANIZATION desire to enter into this Agreement to facilitate 5K event and related activities in the City of Garden Grove and to memorialize the terms and conditions pursuant to which ORGANIZATION may utilize CITY's streets and property for such event.

Now, therefore, in consideration of the mutual covenants contained herein and other valuable consideration, including publicity generated from ORGANIZATION's activities, the parties agree as follows:

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **TERM.** The term of this Agreement shall be from the Effective Date first noted above through September 18, 2016, unless earlier terminated pursuant to Section 32 herein. The purpose of this Agreement is to allow ORGANIZATION to conduct a 5K event on September 18, 2016, from ____ a.m. to ____ p.m.

2. **COST REIMBURSEMENT.**

A. ORGANIZATION shall reimburse CITY for all direct and indirect costs incurred by CITY as a result of the conduct and operation of the 5K event and the performance of this Agreement by CITY. Such reimbursable costs shall include, but are not limited to, costs for street-sweeping before and/or after the 5K event, costs incurred for the installation of temporary signage related to the 5K event, and the full burdened cost of CITY staff time spent in conjunction with the preparation for, conduct of, and clean-up, deconstruction and removal of signage after the 5K event. ORGANIZATION understands and agrees that reimbursable CITY staff time will include, without limitation, time spent by CITY police and emergency personnel on duty and on

standby at the 5K event, as well as time spent by CITY planning, public works and engineering personnel assisting with installation of necessary signage for the 5K event. Reimbursable costs shall also include any costs incurred by CITY in responding to unforeseen or emergency situations arising out of the 5K event, including overtime costs for responding personnel and related equipment costs. ORGANIZATION further acknowledges and agrees that it shall be responsible for and shall reimburse CITY for the full cost to repair any damages caused to city streets, sidewalks, buildings, fixtures, property and other structures along the 5K event routes as a result of the conduct and operation of the 5K event by ORGANIZATION.

B. As a condition to conduct the 5K event, CITY may require ORGANIZATION to deposit with CITY, prior to the 5K event, an amount sufficient to cover the costs the CITY reasonably estimates to be incurred by CITY in conjunction with such 5K event. Following completion of the 5K event, CITY shall provide ORGANIZATION with one or more invoices itemizing all reimbursable costs incurred by CITY in conjunction with the 5K event. ORGANIZATION shall pay CITY for such invoiced costs, less any amounts previously deposited, within thirty (30) days of the date of mailing of the invoice. In the event the amounts deposited with CITY by ORGANIZATION prior to the 5K event exceed the total reimbursable costs ultimately incurred by the CITY in conjunction with the 5K event, CITY shall return the unexpended portion of the deposit to ORGANIZATION.

3. **5K ACTIVITIES.** For the purposes of this Agreement, the term "5K event" shall be inclusive of the set-up period prior to the 5K, the 5K itself, and any post-5K cleaning and deconstruction. ORGANIZATION agrees to use its knowledge and experience to organize, promote, advertise and conduct the 5K event during the date covered by this Agreement. Expressly prohibited from 5K activities are helicopter rides, and activities, music, or speech that call, incite, or provoke an immediate breach of the peace. CITY reserves the right to immediately stop and terminate any such activity. All music, whether live or recorded, shall be planned and implemented by ORGANIZATION as an activity that is ancillary to the 5K event. The volume on all music provided at the 5K event shall not exceed 70 decibels at any time at any property line of the 5K route. ORGANIZATION shall provide sufficient security, as determined to be appropriate in the reasonable exercise of discretion by CITY's Chief of Police, to ensure compliance with all requirements of this Agreement, including but not limited to the requirements for music provided on the 5K route. ORGANIZATION shall notify CITY at least thirty (30) days in advance of the 5K event of the name of each music group, type of music, and type of amplification system which will be used by each group providing live music along the route in order to ensure that requirements of this Agreement will be met. In addition, at the same time, ORGANIZATION shall provide to CITY identification of the areas along the route at which each musical group will perform and the times during which the performances will occur. Notwithstanding the foregoing, ORGANIZATION shall comply with the requirements of Garden Grove Municipal Code Section 8.47.050(g)(2) regarding filing a registration statement with CITY's Zoning Administrator at least seven (7) days prior to use of any sound amplification equipment during the 5K event. The noise levels of the 5K event shall not disturb the peace of the surrounding community. If the Police Department determines that the noise level is disturbing the peace of the surrounding community, ORGANIZATION shall lower the noise volume of the offending source(s) as directed by the Police Department.

4. **PARTICIPANTS.** ORGANIZATION shall have sole responsibility for arranging and providing all contractors, persons, organizations, businesses, and employees necessary to properly conduct 5K event activities.

5. **USE OF CITY STREETS.** In consideration for ORGANIZATION's activities as provided herein, CITY grants ORGANIZATION a right to use the City streets along the 5K event route for the purpose of operating the 5K event; including, but not limited to, booths, ancillary music and related uses. This right shall be contingent on ORGANIZATION's submission of a sufficient schedule of activities, events, and complete traffic plans thirty (30) days before the 5K event, and the approval by the City Manager or his designee of the same.

ORGANIZATION shall provide adequate notice of street closures to all businesses and residences located on or reasonably near street closures at least forty five (45) days in advance of the 5K event.

ORGANIZATION shall be responsible for the clearing of trash/debris from the route after the 5K event. ORGANIZATION shall further be responsible for and agrees to provide proper clean-up of any public parking areas used for the 5K event, except privately-owned parking lots. "Proper clean-up" shall mean the removal from all open, visible grounds litter, lumber, construction materials, debris, and other materials directly or indirectly resulting from the 5K event. In accordance with Section 2 of this Agreement, ORGANIZATION shall reimburse CITY for any costs CITY incurs for site clean-up, including but not limited to, special materials, labor, overtime, or damage to event routes.

ORGANIZATION shall provide adequate trash containers and portable restrooms during the 5K event. Should the City determine that additional or larger trash receptacles are necessary, ORGANIZATION shall contract with Garden Grove Disposal to ensure appropriate disposal of all waste generated during the event. Agreements for solid waste disposal shall be subject to approval by City's Risk Management department.

ORGANIZATION shall obtain approval in advance from the Garden Grove Police Department for the 5K event route.

6. **PARKING.** ORGANIZATION shall obtain pre-approval from the Garden Grove Police Department regarding any proposed parking restrictions or modifications in traffic flow during the 5K event. Nothing in this Agreement authorizes ORGANIZATION access to parking other than that which is generally available to the public. ORGANIZATION shall ensure all of its agents, representatives, officers, volunteers, and participants are aware of, and abide by, all public and private parking restrictions. Should the City determine that there is insufficient parking for the event, ORGANIZATION shall arrange for additional parking, including the rental of private lots.

7. **STORMWATER QUALITY BEST MANAGEMENT PRACTICES.** ORGANIZATION shall use best management practices (BMPs) as feasible to prevent or control the discharge of pollutants and minimize non-storm water runoff from the 5K route. BMPs may include structural or non-structural solutions, a schedule of activities, prohibition of practices, maintenance procedures, or other management practices used to prevent or reduce the discharge of pollutants to the storm drain system.

ORGANIZATION shall contact City of Garden Grove Compliance staff at (714) 741-5375 during office hours for assistance in choosing the appropriate BMPs for the 5K event. ORGANIZATION shall submit proposed BMPs for City approval at least (30) days prior to the 5K event.

8. **FOOD SALES AND VENDING.** All food vendors, including concession stands and food trucks, shall obtain all necessary permits and approvals, including business licenses, Orange County Health Department permits, and Fire Department approvals prior to the 5K event. ORGANIZATION shall notify CITY at least thirty (30) days in advance of their intent to have food vendors present at the 5K event, and provide a detailed list of all vendors. CITY shall retain discretion to approve food vendors, including location and time of operation. If applicable, all commercial mobile trailers with food vending equipment, whether or not operated by the owner of said equipment, are required to have a permit from the Orange County Health Department prior to operation on or near 5K event route. ORGANIZATION shall make every effort to ensure that required permits have been obtained prior to the 5K event. Any commercial equipment found in operation without the required Orange County Health Department permits shall be closed.

9. **SAFETY COORDINATION.** ORGANIZATION shall designate a representative for the coordination of all safety related activities pertaining to electrical and structural matters at the 5K event. This person shall coordinate with the CITY's Building Official during the planning stages and conduct of the 5K event. Structures, including sanitary facilities, must comply with the accessibility requirements of Title 24 of the California Code of Regulations, including those relating to handicap access. ORGANIZATION may contact the City of Garden Grove Inspection Request Line, at (714) 741-5332, to request inspections.

10. **SECURITY PLAN.** ORGANIZATION shall develop an operation and security plan for 5K operations. This plan for the operation and security of the 5K event shall be submitted to the Chief of Police of CITY for approval no later than fourteen (14) days before the 5K event. ORGANIZATION shall obtain the approval of such plan from the Chief of Police, which approval shall not be unreasonably withheld.

11. **PERMITS.** ORGANIZATION and 5K participants (including vendors), as described in Section 4 above, shall comply with all applicable laws, and shall obtain and comply with all required permits. It shall be the responsibility of ORGANIZATION to obtain, or cause to be obtained, all required permits, including but not limited to, Community Event Permits and Street Closure Permits, except for a City of Garden Grove Business Operations Tax Certificate and State Board of Equalization Seller's Permit, which shall be obtained by each organization or group participating in the 5K event, where applicable.

12. **FIRE REGULATIONS.** ORGANIZATION shall provide to the Fire Chief of CITY all necessary information to determine applicable Fire Code provisions and permits. All Fire Code required permits shall be obtained at least one (1) week prior to the 5K event. ORGANIZATION shall comply with all such regulations and conditions imposed by the Fire Chief of CITY.

13. **POLICE SERVICES.** The Garden Grove Police Department reserves the right to revoke the event permit at any time without prior notice to or permission from ORGANIZATION if, in the opinion of the Chief of Police, or his designee, it is in the best interest of the general public and public safety. CITY, by and through the Chief of Police or his designee, retain the right to determine the level of police personnel necessary to ensure the safe execution of the 5K event. In accordance with Section 2 of this Agreement, ORGANIZATION shall reimburse CITY for all such police personnel costs.

14. **BUSINESS TAXES.** If applicable, ORGANIZATION shall provide the Business Tax office with a list of all vendors and food booths at least two (2) weeks prior to the 5K event. ORGANIZATION shall ensure that all vendors and food booths possess a current business license. ORGANIZATION shall also ensure that vendors selling tangible items have a Seller's Permit from the State Board of Equalization. If data related to business licenses, insurance, seller's permits, and other similar items, is incomplete or unsatisfactory, a field inspection will be required with a minimum of two hours at a rate of \$57.89 per hour payable by ORGANIZATION.

ORGANIZATION shall ensure that any non-profit food vendors provide to CITY proof of non-profit status from the IRS and financial statements (from the most recent available year).

ORGANIZATION shall ensure that any sponsoring organizations submit to CITY a completed "Application for Permit to Appeal or Solicit for Charitable Purposes" and a signed letter of indemnification, satisfactory to CITY, thirty (30) days before the event.

15. **LIABILITY WAIVERS.** ORGANIZATION shall require all 5K participants (and if participant is a minor their parent or guardian on their behalf) to sign and submit a liability waiver approved by CITY that expressly waives liability against, among others, the City of Garden Grove and its officers, officials, agents, employees, and volunteers. ORGANIZATION shall provide to the City of Garden Grove copies of any or all liability waivers within ten (10) days of any request by the City. ORGANIZATION shall retain the original waivers for at least two (2) years following the event.

16. **INSURANCE.** ORGANIZATION shall ensure that insurance meeting the following requirements and acceptable to the City covering the 5K event and activities is obtained and maintained, and that evidence of all required insurance is provided to the City not less than thirty (30) days prior to the 5K event. The 5K event may not be conducted until all certificates and endorsements have been received and approved by the CITY.

A. **Notice of Change or Cancellation.** All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance, as approved by CITY.

B. **Workers Compensation Insurance.** For the 5K event, ORGANIZATION shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. Each insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

C. General Liability Insurance. For the 5K event, ORGANIZATION shall maintain a policy or policies of commercial general liability insurance in the amount not less than \$5,000,000 per occurrence and \$5,000,000 general aggregate, providing coverage for the acts or omissions of ORGANIZATION, its contractors and subcontractors, and each of their respective officers, employees, agents, and volunteers in conjunction with the conduct or operation of the 5K event (claims made and modified occurrence policies are not acceptable). Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

D. Insurance certificates designating the City of Garden Grove as certificate holder for the commercial general liability policy(ies) required by Subsection B and C, above, shall be provided to CITY. The certificate holder address is as follows:

City of Garden Grove
Attn: Risk Management
11222 Acacia Parkway
Garden Grove, CA 92840

E. An **additional insured endorsement** for **on-going** under the **commercial general liability** policy(ies) required by Subsection C, above, designating the "**City of Garden Grove, its officers, officials, agents, employees, and volunteers**" as additional insureds. (Form CG 20 26 07 04 or equivalent), shall be obtained and provided to CITY, as approved by CITY.

F. All insurance provided to the CITY shall be primary and non-contributory to the CITY's insurance and self-insured retentions. A **primary/non-contributory** endorsement shall be provided as to the "**City of Garden Grove, its officers, officials, agents, employees, and volunteers,**" as approved by CITY.

G. Evidence of automobile liability coverage for all vehicles that will be driven by employees, agents, or volunteers of ORGANIZATION or its contractors or subcontractors during the 5K event shall be provided to CITY, as approved by CITY.

H. In the event any of ORGANIZATION's underlying policies do not meet policy limits within the insurance requirements, ORGANIZATION shall provide: 1) the schedule of underlying policies for a follows form excess liability policy, 2) state that the excess policy follows form on the insurance certificate, and 3) an additional insured endorsement for the follows form excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers.

1. Claims made and modified occurrence policies shall not be accepted. All insurance carriers must have a minimum A.M. Best Guide Rating of A-, VII or better.

J. ORGANIZATION shall ensure that all of its contractors and subcontractors provide the same insurance and endorsements as required of ORGANIZATION herein. ORGANIZATION shall be responsible to collect and maintain all insurance and endorsements

from its respective contractors and subcontractors. ORGANIZATION shall provide certified copies of all policies upon CITY's request.

K. All of ORGANIZATION's contractors and subcontractors providing work or services in conjunction with the 5K event shall be required to obtain and maintain the same insurances herein as ORGANIZATION. Policy limits may vary depending on the type of work or services performed. ORGANIZATION shall be responsible to collect and maintain all insurances from all contractors and subcontractors. Certified copies of policies and copies of certificates and endorsements shall be given to City by ORGANIZATION upon request.

If any such contractors or subcontractors' insurance carrier(s) require there be an agreement between the subcontractor and the CITY in order to trigger the additional insured coverage provided for in this section, the subcontractor shall be required to enter into an agreement with CITY on terms acceptable to CITY. ORGANIZATION shall perform all tasks necessary to execute this subsection, including but not limited to, coordination with its contractors.

L. If ORGANIZATION or its contractors and/or subcontractors maintains higher insurance limits than the minimums shown above, ORGANIZATION or its contractors and/or subcontractors shall provide coverage for the higher insurance limits otherwise maintained by ORGANIZATION or its contractors and/or subcontractors.

17. **ALCOHOLIC BEVERAGES.** Alcoholic beverages shall not be sold, distributed, or consumed on the 5K event route. Any food or other booth in which alcohol is found shall immediately, and for the duration of the event, be closed by the Chief of Police or designee.

18. **NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF CITY.** No official or employee of CITY shall be personally liable to ORGANIZATION in the event of any default or breach by CITY, or for any amount that may become due to ORGANIZATION, or for any obligation under the terms of this Agreement.

19. **NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF ORGANIZATION.** No official or employee of ORGANIZATION shall be personally liable to CITY in the event of any default or breach by ORGANIZATION, or for any amount that may become due to CITY, or for any obligation under the terms of this Agreement.

20. **COMPLIANCE WITH LAW.** ORGANIZATION shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments in the performance of the 5K event-related activities and the performance of this Agreement.

21. **CONFLICT OF INTEREST.** ORGANIZATION shall at all times avoid conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

22. **NOTICES.** All notices shall be personally delivered or mailed to the below listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.

A. Address of ORGANIZATION is as follows:

Roman Catholic Bishop of Orange
13280 Chapman Avenue
Garden Grove, CA 92840
Attn: Ryan Lilyengren

B. Address of CITY is as follows:
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
Attn: City Manager

Copy to:
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
Attn: City Attorney

23. **TIME OF ESSENCE.** Time is of the essence in the performance of this Agreement.

24. **LIMITATIONS ON SUBCONTRACTING AND ASSIGNMENT.** The experience, knowledge, capability, and reputation of ORGANIZATION, its principals and employees are a substantial inducement for CITY to enter into this Agreement. ORGANIZATION shall not assign, sublet, or otherwise transfer its rights or obligations under this Agreement without the prior written consent of CITY. Any attempted assignment, sublet, or transfer made in violation of this provision shall be null and void. If ORGANIZATION is permitted to subcontract any part of this Agreement, ORGANIZATION shall be fully responsible to CITY for the acts and omissions of its subcontractor as it is for the acts and omissions of persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the execution of the 5K event will be considered agents of ORGANIZATION. CITY will deal directly with ORGANIZATION.

25. **NON-DISCRIMINATION.** ORGANIZATION covenants there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any action or activity pursuant to this Agreement.

26. **AUTHORITY TO EXECUTE.** Each person executing this Agreement on behalf of a party hereto warrants and represents that he/she is duly authorized to execute this Agreement on behalf of the entity for which he/she is signing and that such entity is bound to the rights and by the obligations set forth in this Agreement by such signature.

27. **INDEMNIFICATION.** To the fullest extent allowed by law, ORGANIZATION agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, officials, agents, employees, and volunteers from any and all claims, liabilities, expenses, or damages of any nature, including attorney's fees, for injury or death of any person, or damage to property, or interference with the use of property, arising out of, or in any way connected with any 5K event related activities and the performance of the terms of this Agreement by ORGANIZATION, ORGANIZATION agents, officers, officials, employees, volunteers, vendors, subcontractors, or independent contractors hired by ORGANIZATION. The only exception to ORGANIZATION's responsibility to protect, defend, and hold harmless CITY is due to the sole negligence or intentional wrongful conduct of CITY, or any of its elective or appointive boards, officers, officials, agents, or employees.

28. **MODIFICATION.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by ORGANIZATION and CITY. Nothing herein prohibits the parties from mutually agreeing to modify any condition contained in this Agreement.

29. **WAIVER.** The waiver of any provision of this Agreement must be in writing by the appropriate authorities of CITY and ORGANIZATION.

30. **CALIFORNIA LAW.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced pursuant to this Agreement shall be initiated in the central or main branch of the Orange County Superior Court.

31. **INTERPRETATION.** This Agreement shall be interpreted as though prepared by both parties.

32. **TERMINATION.** CITY and ORGANIZATION shall each have the right to terminate this Agreement, without cause, by giving written notice of termination at least thirty (30) days before the 5K event.

Any termination of this agreement by CITY shall not relieve ORGANIZATION of any outstanding obligation under this Agreement, including but not limited to the following: ORGANIZATION's indemnification obligations shall survive termination of this Agreement until all actions and claims are fully and finally resolved and all monies related thereto are fully paid.

33. **PRESERVATION OF AGREEMENT.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provisions interpreted, and all remaining provisions shall remain enforceable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first referenced herein.

CITY OF GARDEN GROVE

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ROMAN CATHOLIC BISHOP OF ORANGE

By: _____

By: _____

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Kingsley Okereke
Dept.:	City Manager	Dept.:	Finance
Subject:	Award of Contract to Titan Consolidated Industries, Inc., for demolition at 12511, 12531, 12551, 12571 Twintree Lane, 12222, 12252, 12262, 12272, 12292, and 12302 Harbor Boulevard, Garden Grove. (Cost: \$135,000) (<i>Action Item</i>)		
		Date:	7/12/2016

OBJECTIVE

It is requested that the City Council award a contract to Titan Consolidated Industries, Inc., for the demolition of structures at 12511, 12531, 12551, and 12571 Twintree Lane; and 12222, 12252, 12262, 12272, 12292, and 12302 Harbor Boulevard, Garden Grove, (collectively the "Properties").

BACKGROUND

The Garden Grove Agency for Community Development ("Former Agency") acquired the Properties for the purpose of conveying and developing an upscale hotel and related amenities at the northwest corner of Harbor Boulevard and Twintree Lane, and were transferred to the City of Garden Grove ("City") pursuant to the Long Range Property Management Plan after compensation agreements were executed with the various taxing agencies. On April 9, 2013, the City and Land & Design, Inc., negotiated the terms of a hotel development agreement entitled: Grove District Resort Hotel Development Agreement ("Resort Agreement") for the proposed development of Site C (the "Project").

DISCUSSION

The Properties have deteriorated rapidly since they were acquired, and have been repeatedly vandalized and used for criminal activity due to the fact that they have remained vacant for an extended period of time. The Properties are in poor condition and pose an immediate health and safety concern to the surrounding neighborhood and are a liability to the City.

Section 2.50.070 of the Garden Grove Municipal Code authorizes the City Council to proceed with the repairs of a public facility without adopting plans, specifications, working details, or notice of inviting bids in cases of emergency. The structures were inspected by Building Division staff, and an order to demolish the structures was ordered (Attachment 1).

Three estimates were received and opened by the City Clerk's office on June 23, 2016, at 3:00 p.m. The lowest responsible bidder was Titan Consolidated Industries, Inc., with a total bid of \$135,000 (Attachment 2). The bid is within the current project budget, and the licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order.

FINANCIAL IMPACT

Demolition expenditures for the Project have been budgeted in Fund/Package: 106/8850 for Fiscal Year 2016-2017.

RECOMMENDATION

Staff recommends that the City Council:

- Award a contract to Titan Consolidated Industries, Inc., in the amount of \$135,000.00 for demolition of structures at 12511 Twintree Lane, 12531 Twintree Lane, 12551 Twintree Lane, 12571 Twintree Lane, 12222 Harbor Boulevard, 12252 Harbor Boulevard, 12262 Harbor Boulevard, 12272 Harbor Boulevard, 12292 Harbor Boulevard and 12302 Harbor Boulevard, Garden Grove; and
- Authorize the City Manager to execute the contract on behalf of the City and make minor modifications if appropriate to do so.

By: Carlos Marquez, Senior Real Property Agent

ATTACHMENTS:

Description	Upload Date	Type	File Name
Notice of Demolition	6/30/2016	Cover Memo	Notice_of_Demolition.pdf
Bid Opening Results	6/30/2016	Cover Memo	Demolition_Bid_Opening_Results.pdf
Contract	6/30/2016	Cover Memo	Titan_Consolidated_Industries.Demolition_Contract_Template.pdf

February 26, 2016

NOTICE OF DEMOLITION

Subject: Distressed Property Inspection
Location: 12511 Twintree Lane
APN: 231-521-07
Zoning: PUD-128-12

To Whom It May Concern:

Based on a field inspection conducted on February 26, 2016, pursuant to Municipal Code Sections 8.84.040, 8.84.050, 8.84.060, 9.32.180, 9.32.200, and 9.32.210 the distressed property at the above-referenced address, the structure thereon was found to be an IMMEDIATE HAZARD TO LIFE OR PROPERTY, and UNINHABITABLE as defined by the 2013 California Building Code (as adopted by the City of Garden Grove) as such, shall be demolished.

The current occupancy for this property is for a Single Family Residence with a structure built in 1954, and has been abandoned and boarded up with no access for years.

Per the site inspection conducted on February 26, 2016, **THE FOLLOWING VIOLATIONS WERE FOUND:**

- BLOCK WALLS IN DANGER OF COLLAPSE
- NO HEAT
- NO RUNNING WATER
- NO ELECTRICITY
- MISSING PLUMBING FIXTURES
- VANDALISM
- EXTREMELY UNSANITARY CONDITIONS THROUGHOUT DUE TO TRANSIENT SQUATTING

In light of the conditions listed above, the structure clearly poses an IMMEDIATE HAZARD TO LIFE OR PROPERTY, and is UNINHABITABLE. "Pursuant to sections of the 2012 IPMC [A] 108.1.5/or sec. [A] 116 of the 2013 California Building Code."

Should you have any questions, please contact me at (714) 741-5172

Sincerely,



Supervising Building Inspector

February 26, 2016

NOTICE OF DEMOLITION

Subject: Distressed Property Inspection
Location: 12302 Harbor Blvd
APN: 231-521-06
Zoning: PUD-128-12

To Whom It May Concern:

Based on a field inspection conducted on February 26, 2016, pursuant to Municipal Code Sections 8.84.040, 8.84.050, 8.84.060, 9.32.180, 9.32.200, and 9.32.210 the distressed property at the above-referenced address, the structure thereon was found to be an IMMEDIATE HAZARD TO LIFE OR PROPERTY, and UNINHABITABLE as defined by the 2013 California Building Code (as adopted by the City of Garden Grove) as such, shall be demolished.

The current occupancy for this property is for a commercial business with a structure built in 1954, and has been abandoned and boarded up with no access.

Per the site inspection conducted on February 26, 2016, **THE FOLLOWING VIOLATIONS WERE FOUND:**

- GRAFFITI
- NO HEAT
- NO RUNNING WATER
- NO ELECTRICITY
- MISSING PLUMBING FIXTURES
- VANDALISM
- EXTREMELY UNSANITARY CONDITIONS THROUGHOUT DUE TO TRANSIENT SQUATTING

In light of the conditions listed above, the structure clearly poses an IMMEDIATE HAZARD TO LIFE OR PROPERTY, and is UNINHABITABLE. "Pursuant to sections of the 2012 IPMC [A] 108.1.5/or sec. [A] 116 of the 2013 California Building Code."

Should you have any questions, please contact me at (714) 741-5172

Sincerely,



Supervising Building Inspector

February 26, 2016

NOTICE OF DEMOLITION

Subject: Distressed Property Inspection
Location: 12531 Twintree Lane
APN: 231-521-08
Zoning: PUD-128-12

To Whom It May Concern:

Based on a field inspection conducted on February 26, 2016, pursuant to Municipal Code Sections 8.84.040, 8.84.050, 8.84.060, 9.32.180, 9.32.200, and 9.32.210 the distressed property at the above-referenced address, the structure thereon was found to be an IMMEDIATE HAZARD TO LIFE OR PROPERTY, and UNINHABITABLE as defined by the 2013 California Building Code (as adopted by the City of Garden Grove) as such, shall be demolished.

The current occupancy for this property is for a Single Family Residence with a structure built in 1954, and has been abandoned and boarded up with no access for years.

Per the site inspection conducted on February 26, 2016, **THE FOLLOWING VIOLATIONS WERE FOUND:**

- CARPORT IN DANGER OF COLLAPSE
- NO HEAT
- NO RUNNING WATER
- NO ELECTRICITY
- MISSING PLUMBING FIXTURES
- VANDALISM
- EXTREMELY UNSANITARY CONDITIONS THROUGHOUT DUE TO TRANSIENT SQUATTING

In light of the conditions listed above, the structure clearly poses an IMMEDIATE HAZARD TO LIFE OR PROPERTY, and is UNINHABITABLE. "Pursuant to sections of the 2012 IPMC [A] 108.1.5/or sec. [A] 116 of the 2013 California Building Code."

Should you have any questions, please contact me at (714) 741-5172

Sincerely,



Supervising Building Inspector

February 26, 2016

NOTICE OF DEMOLITION

Subject: Distressed Property Inspection
Location: 12551 Twintree Lane
APN: 231-521-09
Zoning: PUD-128-12

To Whom It May Concern:

Based on a field inspection conducted on February 26, 2016, pursuant to Municipal Code Sections 8.84.040, 8.84.050, 8.84.060, 9.32.180, 9.32.200, and 9.32.210 the distressed property at the above-referenced address, the structure thereon was found to be an IMMEDIATE HAZARD TO LIFE OR PROPERTY, and UNINHABITABLE as defined by the 2013 California Building Code (as adopted by the City of Garden Grove) as such, shall be demolished.

The current occupancy for this property is for a Single Family Residence with a structure built in 1954, and has been abandoned and boarded up with no access for years.

Per the site inspection conducted on February 26, 2016, **THE FOLLOWING VIOLATIONS WERE FOUND:**

- HOLES IN WALL AND ROOF
- NO HEAT
- NO RUNNING WATER
- NO ELECTRICITY
- MISSING PLUMBING FIXTURES
- VANDALISM
- EXTREMELY UNSANITARY CONDITIONS THROUGHOUT DUE TO TRANSIENT SQUATTING

In light of the conditions listed above, the structure clearly poses an IMMEDIATE HAZARD TO LIFE OR PROPERTY, and is UNINHABITABLE. "Pursuant to sections of the 2012 IPMC [A] 108.1.5/or sec. [A] 116 of the 2013 California Building Code."

Should you have any questions, please contact me at (714) 741-5172

Sincerely,



Supervising Building Inspector

February 26, 2016

NOTICE OF DEMOLITION

Subject: Distressed Property Inspection
Location: 12571 Twintree Lane
APN: 231-521-10
Zoning: PUD-128-12

To Whom It May Concern:

Based on a field inspection conducted on February 26, 2016, pursuant to Municipal Code Sections 8.84.040, 8.84.050, 8.84.060, 9.32.180, 9.32.200, and 9.32.210 the distressed property at the above-referenced address, the structure thereon was found to be an IMMEDIATE HAZARD TO LIFE OR PROPERTY, and UNINHABITABLE as defined by the 2013 California Building Code (as adopted by the City of Garden Grove) as such, shall be demolished.

The current occupancy for this property is for a Single Family Residence with a structure built in 1954, and has been abandoned and boarded up with no access for years.

Per the site inspection conducted on February 26, 2016, **THE FOLLOWING VIOLATIONS WERE FOUND:**

- SFR CONVERTED TO DUPLEX
- ADDITIONS BUILT WITHOUT PERMITS
- BROKEN WINDOWS/SCREENS
- VANDALISM
- EXTREMELY UNSANITARY CONDITIONS THROUGHOUT DUE TO TRANSIENT SQUATTING

In light of the conditions listed above, the structure clearly poses an IMMEDIATE HAZARD TO LIFE OR PROPERTY, and is UNINHABITABLE. "Pursuant to sections of the 2012 IPMC [A] 108.1.5/or sec. [A] 116 of the 2013 California Building Code."

Should you have any questions, please contact me at (714) 741-5172

Sincerely,



Supervising Building Inspector

BID OPENING: Thursday, June 23, 2016, 3:00 p.m.
3rd Floor

PROJECT NO.: SITE "C" DEMOLITION PROJECT

BIDDERS	BID BOND	AMOUNT OF BID
J&G Industries	✓	x 217,420.00
Hartfield Construction Corp.	✓	150,968.00
Titan Consolidation Inc.	✓	135,000.00

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2016 by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), and **TITAN CONSOLIDATED INDUSTRIES, Inc.**, hereinafter referred to as ("CONTRACTOR").

RECITALS:

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove City Council Authorization dated _____, 2016.
2. The CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the SITE C DEMOLITION PROJECT, herein referred to as the "Project".
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 5.1 General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, and CONTRACTOR's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

"Project" as used herein defines the entire scope of the work covered by all the Contract Documents. If the Contract Documents include Plans and/or Specifications, anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to CITY 's Senior Real Property Agent, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR'S own risk and expense. The decision of the Senior Real Property Agent shall be final.

- 5.2 Materials and Labor.** CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to construct and complete the Project, in good workmanlike and substantial order.

If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

5.3 Project. The Project is described as: SITE C DEMOLITION PROJECT.

5.4 Plans and Specifications. The work to be done is shown in a set of detailed Specifications entitled: **SITE C DEMOLITION PROJECT.**

Said Plans and Specifications and any revision, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications (Caltrans and Greenbook 2012 Edition) and Standard Plans of the CITY, which are also incorporated herein and referred to by, reference.

5.5 Time of Commencement and Completion. CONTRACTOR agrees to commence the Project on date set forth in the "*Notice to Proceed*" issued by the CITY and shall diligently prosecute the work to completion within **thirty (30) working days** excluding delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8 and 5.9 hereof.

5.6 Time is of the Essence. Time is of the essence of this Contract.

CONTRACTOR shall have seven **(7) calendar days from the award of the Contract** to execute the Contract and supply CITY with all of the documents and information required by the Instruction to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed Contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to execute the Contract or refuses or fails to provide the required documents and information within the seven (7) calendar days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsive and responsible bidder.

As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR's work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other contractors, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 5.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

5.7 Excusable Delays. CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; any act, neglect or default of CITY; failure of CITY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by CITY; combined action of the workers in no

way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by CITY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

CITY shall extend the time fixed in Section 5.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) calendar days of the commencement of such delay and CITY finds that the delay is justified. CITY decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities would be determined in accordance with the Standard Specifications for Public Works Construction 2012 edition (Greenbook). The CITY's decision will be conclusive on all parties to this Contract.

5.8 Extra Work. The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 5.9 hereof.

CITY shall extend the time fixed in Section 5.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY's Finance Director. The decision of the Finance Director shall be final.

5.9 Changes in Project.

5.9.1 CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. In the Specifications (including drawings and designs);
- b. In the time, method or manner of performance of the work;
- c. In the CITY - furnished facilities, equipment, materials, services or site; or
- d. Directing acceleration in the performance of the work.

If CONTRACTOR believes that the written order issued as part of this Section 5.9.1 has caused an increase in costs or time, the CONTRACTOR shall submit a written request for equitable adjustment to the CITY that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. Said notice shall be submitted via certified mail within twenty (20) calendar days of the CONTRACTOR's receipt of the written change order. CONTRACTOR's failure to submit the written request for equitable adjustment within the required twenty (20) calendar days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR's request and shall provide a

written response within thirty (30) days of receipt of the request either approving or denying the request.

- 5.9.2** A change may also be any other conflict, difficulty or issue which the CONTRACTOR believes caused any change to the CONTRACTOR's costs or project schedule, provided CONTRACTOR gives the CITY written notice and a request for equitable adjustment that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. The notice shall also state the date the CONTRACTOR became aware of the issue, circumstances and source of the issue and that CONTRACTOR regards the issue as a change order. Said written notice shall be delivered to the CITY via certified mail within twenty (20) calendar days of CONTRACTOR's first notice of the issue. CONTRACTOR's failure to submit the notice, which includes the written request for equitable adjustment within the required twenty (20) calendar days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR's request and shall provide a written response within thirty (30) calendar days of receipt of the request either approving or denying the request.
- 5.9.3** Except as provided in this Section 5.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 5.9 or entitle CONTRACTOR to an equitable adjustment. Said written change order shall be delivered to the CITY via certified mail.
- 5.9.4** If any change under this Section 5.9 causes an increase or decrease in CONTRACTOR'S actual, direct cost or the time required to perform any part of the work under this Contract, whether or not changed by any order, the CITY shall make an equitable adjustment and modify the Contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (5.9.2) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as required in paragraph (5.9.2). In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.
- 5.9.5** If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 5.9, it must, within thirty (30) days after receipt of a written change order under paragraph (5.9.1) or the furnishing of a written notice under paragraph (5.9.2), submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR may include the statement of claim in the notice under paragraph (5.9.2) of this Section 5.9.
- 5.9.6** No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- 5.9.7** CONTRACTOR hereby agrees to make all changes, furnish the materials, and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless the CITY therefrom authorizes a change in writing. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deductions, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost

or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefor shall be submitted without delay by CONTRACTOR to CITY.

- 5.10 Liquidated Damages for Delay.** The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 5.5 herein, plus the allowance made for delays or extensions authorized under Sections 5.7, 5.8 and 5.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of five hundred dollars (\$500.00) per day for each calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any monies due or that may become due CONTRACTOR under the Contract.
- 5.11 Contract Price and Method of Payment.** CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of **ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$135,000.00)**, as itemized in the bid proposal.

Progress payments shall be made to the CONTRACTOR per month for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety-five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain five percent (5%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY's Senior Real Property Agent, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

- 5.12 Substitution of Securities in Lieu of Retention of Funds.** Pursuant to California Public Works Contract Code § 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.
- 5.13 Completion.** Within ten (10) working days after the contract completion date of the Project, CONTRACTOR shall file with the CITY's Senior Real Property Agent its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier.

5.14 Contractor's Employees Compensation

5.14.1 General Prevailing Rate.

CITY has ascertained that the prevailing wage requirements of the California Labor Code, including Sections 1770, 1771.5, 1773, 1777.5, and 1776, apply to this Project. CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Sucontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question

5.14.2 Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it)) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770 1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

5.14.3 Reserved.

5.14.4 Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involves less than thirty thousand dollars (\$30,000.00).

5.14.5 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

- 5.14.6 Record of Wages: Inspection.** CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable contractor or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776 in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports **and cancelled checks** for laborers every week to the CITY. *If the certified payroll reports are not submitted, the contractor will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to contractor's failure to comply.* Work shall be cease in an orderly, safe fashion with all vehicle access restored, should this not accrue, CITY will correct the deficiencies and deduct the cost from funds due to the contractor. In addition, no progress payment will be made until the copies of certified payroll reports are submitted.
- 5.14.7 Contractor Registration.** CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.
- 5.14.8 Posting of Job Site Notices.** CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2).
- 5.14.9 Notice of DIR Compliance Monitoring and Enforcement.** Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- 5.15 Surety Bonds.** CONTRACTOR shall, upon entering into performance of this Agreement, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY.
- 5.16 Insurance.**
- 5.16.1 COMMENCEMENT OF WORK.** CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. CONTRACTOR shall be responsible to collect and maintain all insurance from all subcontractors. All subcontractors shall obtain and maintain the same insurance as required of CONTRACTOR. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of

any material change, cancellation, or termination at least thirty (30) days in advance. CONTRACTOR is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation, or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

5.16.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the City of Garden Grove, the City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development, and their respective officers, officials, employees, agents, and volunteers and shall issue a certificate to the policy evidencing the same. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

5.16.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability, not excluding XCU, in an amount not less than \$5,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability, including mobile equipment if applicable, in an amount not less than \$1,000,000 combined single limit; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Pollution liability in an amount not less than \$5,000,000; (**claims made and modified occurrence policies are not acceptable**) Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.
- (d) Excess liability coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein; Excess liability coverage shall be Follows Form to the underlying policies. (**claims made and modified occurrence policies are not acceptable**) Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 5.16.3 (a), shall designate the City of Garden Grove, , and it's respective officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 5.16.3 (b), including mobile equipment if applicable, shall designate the City of Garden Grove, , and it's respective officers, officials, employees, agents, and volunteers as additional

insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 5.16.3 (c) shall designate the City of Garden Grove , and it's respective officers, officials, employees, agents, and volunteers as additional insured's for on-going and products-completed operations under the pollution liability policy. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide the schedule of underlying policies for a Follows Form excess liability policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy under 5.16.3(d) designating the City of Garden Grove , and it's respective officers, officials, employees, agents, and volunteers as additional insured's. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects City of Garden Grove and , it's their respective officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Garden Grove and it's respective officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

All insurance policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City of Garden Grove, and it's respective officers, officials, employees, agents, and volunteers. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

CITY or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR

- 5.17 Risk and Indemnification.** All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the City of Garden Grove, it's Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken

or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the active negligence or willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

5.18 Termination.

5.18.1 This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Termination of contract shall conform to Section 8 of the California, Department of Transportation Standard Specifications.

5.18.2 If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred in accordance with Section 8 of the California, Department of Transportation Standard Specifications.

5.18.3 Upon receipt of a termination action under paragraph (5.18.1) or (5.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

5.18.4 Upon termination under paragraphs (5.18.1) and (5.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

5.19 Warranty. The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY's designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR's other express or implied assurances of this Contract or state law and in no way diminish any

other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

5.20 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each party shall be responsible for their own attorneys' fees, costs and necessary expenses. If any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to all attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

5.21 Notices. Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

To CITY:

City of Garden Grove
Finance Department
Attention: Carlos Marquez
11222 Acacia Parkway
Garden Grove, CA 92842

TO CONTRACTOR:

Titan Consolidated Industries, Inc.,
Attention: Aubree Harris
10017 Live Oak
Fontana, CA 92335

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS THEREOF, these parties have executed this Construction Agreement on the day and year first written above.

"CITY"
CITY OF GARDEN GROVE

Date: _____

By: _____
Scott C. Stiles
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"

TITAN CONSOLIDATED INDUSTRIES,
Inc.,
Contractor License No. 930759
Expiration Date: 4/30/2017

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

If CONTRACTOR is a corporation, a Corporate
Resolution and/or Corporate Seal is required.

City Attorney

Date: _____

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Kathy Bailor
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Approval of Warrants. (<i>Action Item</i>)	Date:	7/12/2016

Attached are the City Council Warrants recommended for approval.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	7/6/2016	Backup Material	City_Council_warrants_7-12-16.pdf

165342	STEPHEN C ESTLOW	(VOID)	-22.76	165343	LORI OCHOA	(VOID)	-21.67
165344	PAUL W ASHBY	(VOID)	-59.18	168034	AKEMI A ISHII	(VOID)	-36.50
168766	PANICHA KITTIPHA	(VOID)	-127.97	169514	ANDY ACEVEDO	(VOID)	-45.75
169627	THANG T NGUYEN	(VOID)	-73.32	171103	AKEMI A ISHII	(VOID)	-34.41
171730	JAMES O'CONNOR	(VOID)	-45.52	172193	JACOB BELTRAN	(VOID)	-488.96
172472	JAMES E COLEGROVE	(VOID)	-1383.78	172949	THEODORE J HERNANDEZ	(VOID)	-10809.63
173078	DANIEL J RODRIGUEZ	(VOID)	-40.70	173337	DIGNA A R DE LOS REYES	(VOID)	-10.87
173885	ERIC P STOKER	(VOID)	-789.05	174943	ELRAWD J MACLEARN	(VOID)	-29.23
174949	KEVIN J STODDART	(VOID)	-79.44	175102	BENJAMIN M ELIZONDO	(VOID)	-498.79
176185	ROBERT N OKEREKE	(VOID)	-132.63	176509	CLAUDIA VALDIVIA	(VOID)	-326.96
176977	JOSHUA S MANES	(VOID)	-42.33	177037	LAUREN J TARLTON	(VOID)	-31.32
177230	JOHN C KONRAD	(VOID)	-36.78	177239	DAVID M WILMES	(VOID)	-275.88
177379	MONICA COVARRUBIAS	(VOID)	-26.66	177396	ROBERT J KIVLER	(VOID)	-97.25
177586	VANESSA L GARCIA	(VOID)	-18.39	178218	DEVANNA S MAAE	(VOID)	-87.28
178279	DEVANNA S MAAE	(VOID)	-27.59	178367	KEVIN J STODDART	(VOID)	-32.78
179216	ANNA L GOLD	(VOID)	-85.94	179849	THOMAS C COUNTS		27.78
179850	LINO G SANTANA		2649.20	179851	CLAUDIA ALARCON		1665.34
179852	THOMAS E BUTTERS		1339.00	179853	JACLYN M TROM		954.70
179854	JOSEPH M GOMEZ		417.30	179855	DANNY O RODRIGUEZ JR		3081.81
179856	KIMBERLY HUY		2890.26	179857	JAMES O'CONNOR*		45.52
179858	MICHAEL J MC CLELLAN		2261.59	179859	KAREN J BROWN		628.47
179860	JUDITH-A MOORE		1864.07	179861	DIANE BELAIR		1851.64
179862	THEODORE J HERNANDEZ *		10809.63	179863	AMANDA M POLLOCK		1097.40
179864	JO ANNE M CHUNG		1747.22	179865	TIMOTHY E THRONE		437.69
179866	THOMAS E BUTTERS		2592.07	179867	CHRIS M VERES		2173.23
179868	ROBERT R MOUNGEY		342.37	179869	MICHAEL F ROCHA		2105.72
179870	JAVIER RODRIGUEZ		982.20	179871	HIEN M VO		695.86
179872	DANIEL C MOSS		1535.09	179873	YUKIYOSHI NAKAGAWA		1377.67
179874	CHRISTOPHER A RAHE		562.55	179875	ROBERT N OKEREKE*		132.63
179876	ANA E PULIDO		2918.34	179877	ANDY ACEVEDO*		45.75
179878	STEPHANIE AMBRIZ		306.45	179879	VALERIA J BARON		447.86
179880	ALEX C BEARD		140.40	179881	CASEY S BEARD		140.40
179882	MELISSA L BELL		68.11	179883	JACOB BELTRAN*		488.96
179884	DYLAN J BOGGAN		110.35	179885	HANNAH M CASKEY		136.21
179886	DEANNA M CHUMACERO		1165.32	179887	KEVIN J CUMMINGS		331.42
179888	GRISELL V EVERASTICO		94.72	179889	JARED D GARCIA		178.07
179890	ARMANDO H GARZA		76.62	179891	STEVEN E GOMEZ		458.15
179892	IVANA C HERNANDEZ		227.64	179893	BRIANNA D HOLT		68.11
179894	VERONICA IZQUIERDO		78.17	179895	PANICHA KITTIPHA*		127.97
179896	JOHN C KONRAD*		36.78	179897	ERIK C LUBSEN		284.60
179898	PATRICIA MEDRANO		44.62	179899	NOEL N NICHOLAS		1064.05
179900	MARIELOS A PARRA		45.98	179901	KATIE L PHAM		101.16
179902	JENAVIE QUINTERO		201.70	179903	JULIA N REGIL		110.35
179904	DANIEL J RODRIGUEZ*		543.76	179905	ANA D SANCHEZ		94.83
179906	ARLENE D SERNA		165.52	179907	PHILIP J SEYMOUR		268.61
179908	SARAH L SMITH		68.11	179909	KEVIN J STODDART*		112.22
179910	LAUREN J TARLTON*		31.32	179911	JACLYN M TROM		963.50
179912	BREANA C VARGAS		111.97	179913	RYAN P ZITO		72.11

**** PAGE TOTAL = 42378.90

179914	THANG T NGUYEN *	73.32	179915	TIFFANY M GRIEGO	321.72
179916	MICHELLE N ESTRADA-MONSA	268.85	179917	KEIRA LONG	1471.93
179918	RANDY L TUCKER	1401.86	179919	SHELBY KEUILIAN	176.38
179920	JOSHUA S MANES *	42.33	179921	MICHELLE L OLMSTEAD	1268.23
179922	JOAN M CEPLIUS	814.16	179923	KIMBRA S VELLANOWETH	1404.64
179924	O.C.E.A. GENERAL	2097.61	179925	O.C.E.A.	1040.55
179926	COMMUNITY HEALTH CHARITI	50.00	179927	GARDEN GROVE POLICE ASSO	1450.00
D294968	THOMAS COUNTS (VOID)	-1274.52	D295475	KRIS C BEARD	211.00
D295476	PHAT T BUI	3.60	D295477	STEVEN R JONES	19.46
D295478	BAO Q NGUYEN	2.95	D295479	CHRIS V PHAN	198.16
D295480	PAMELA M HADDAD	1475.84	D295481	SCOTT C STILES	6634.78
D295482	MARIA A STIPE	5954.46	D295483	KATHLEEN BAILOR	2632.25
D295484	DENISE KEHN	1927.63	D295485	MARITZA PIZARRO	1657.43
D295486	TERESA L POMEROY	2339.69	D295487	CARLOS MARQUEZ	2573.83
D295488	SYLVIA GARCIA	2040.06	D295489	KINGSLEY C OKEREKE	4893.41
D295490	ANN CAO EIFERT	2208.62	D295491	HEIDI M JANZ	2091.96
D295492	CHRISTI C MENDOZA	246.88	D295493	DEBORAH A POWELL	1165.54
D295494	MARGARITA A ABOLA	1666.41	D295495	ELLIS EUN ROK CHANG	2593.94
D295496	HENRY CHAO	2160.77	D295497	JANET J CHUNG	1843.02
D295498	CLAUDIA FLORES	2357.74	D295499	CARRIE S HANES	1741.61
D295500	RHONDA C KAWELL	2451.65	D295501	ROBERT W MAY	1364.85
D295502	SHAWNA A McDONOUGH	1431.02	D295503	LIGIA ANDREI	1236.86
D295504	ARIANA B BAUTISTA	1283.92	D295505	PAMELA S GILLIS	2698.24
D295506	JEFF N KURAMOTO	3153.74	D295507	CHELSEA E LUKAS	1403.36
D295508	EDWARD E MARVIN JR	1642.12	D295509	ANGELA M MENDEZ	1696.79
D295510	MONICA A NEELY	2681.27	D295511	JENNIFER L PETERSON	1702.55
D295512	ANH PHAM	1432.10	D295513	EVA RAMIREZ	1552.50
D295514	JAIME F CHAVEZ	1382.27	D295515	GARY F HERNANDEZ	1647.22
D295516	JULIE A HITCHCOCK	1697.94	D295517	SANDRA E SEGAWA	3060.17
D295518	GRBG BLODGETT	2505.60	D295519	MONICA COVARRUBIAS *	2408.10
D295520	GRACE E LEE	2184.85	D295521	ALANA R CHENG	2038.93
D295522	LISA L KIM	3733.20	D295523	MICHAEL G AUSTIN	2316.52
D295524	TODD C HARTWIG	2184.90	D295525	AARON J HODSON	1638.45
D295526	JERROLD R HOLSTEIN	692.35	D295527	DONALD E LUCAS	2470.13
D295528	DAVID B MARCUM	1869.69	D295529	NABIL L TEWFIK	3396.57
D295530	LIZABETH C VASQUEZ	1517.92	D295531	RODRIGO E VICTORIA	1194.70
D295532	DANIEL A WINDHAM	2283.06	D295533	ISABELLA C ZANDVLIET	1852.82
D295534	CHRISTOPHER CHUNG	2279.72	D295535	PAUL GUERRERO	2751.12
D295536	KARL J HILL	3771.38	D295537	LEE W MARINO	3153.38
D295538	MARIA L MEDRANO	1737.68	D295539	MARIA C PARRA	2313.91
D295540	ERIN WEBB	3039.38	D295541	AMEENAH ABU-HAMDIYYAH	1616.84
D295542	JULIE A ASHLEIGH	1712.30	D295543	RITA M CRAMER	1943.68
D295544	RALPH V HERNANDEZ	2005.66	D295545	ALLISON MILLS	910.02
D295546	JIMMY NGUYEN	1622.65	D295547	ROY N ROBBINS	2556.18
D295548	NIDA R WATKINS	2258.97	D295549	SHAUNA J CARRENO	1862.18
D295550	TERESA G CASEY	1211.12	D295551	VIRGINIA DELGADO	1423.49
D295552	DANNY HUYNH	3155.27	D295553	VILMA C KLOESS	1787.84
D295554	IVY LE	1673.29	D295555	TAMMY LE	1341.35

**** PAGE TOTAL = 175181.87

D295556	LINDA MIDDENDORF	2255.16	D295557	ROSALINDA MOORE	1251.32
D295558	MARIA A NAVARRO	2062.64	D295559	PHUONG-VIEN T NGUYEN	2293.57
D295560	QUANG NGUYEN	2191.16	D295561	TINA T NGUYEN	1902.13
D295562	THYANA T PHI	2093.97	D295563	MARIA RAMOS	1945.76
D295564	TANYA L TO	1623.39	D295565	CUONG K TRAN	1982.77
D295566	ELAINE TRUONG	1370.72	D295567	THANH-NGUYEN VO	1730.32
D295568	MICHAEL C BOS	2100.32	D295569	HOWARD R BROWN	2220.32
D295570	DANIEL J CANDELARIA	4252.12	D295571	DIGNA A R DE LOS REYES *	10.87
D295572	KAMYAR DIBAJ	2517.67	D295573	NICOLAS C HSIEH	2755.21
D295574	ROSEMARIE JACOT	1869.91	D295575	NAVIN B MARU	3080.30
D295576	MARK P UPHUS	3068.44	D295577	JOSE A VASQUEZ	1876.86
D295578	ANA G VERGARA NEAL	2022.56	D295579	DAI C VU	3310.96
D295580	KHANG L VU	2258.50	D295581	JOSHUA J ARIONUS	1532.53
D295582	JAN BERGER	1667.59	D295583	ROBERT P BERMUDEZ	2719.79
D295584	TIM P CANNON	2509.94	D295585	MYUNG J CHUN	3431.64
D295586	CARINA M DAN	484.39	D295587	RYAN H DAVIS	410.05
D295588	RONALD W DIEMERT	1782.51	D295589	CHRIS N ESCOBAR	2475.08
D295590	JASON A FERTAL	2762.53	D295591	ALEJANDRO GONZALEZ	2371.89
D295592	MICHAEL J GRAY	1552.59	D295593	LARRY GRIFFIN	2127.76
D295594	ROBERT ALAN HAENDIGES	1721.07	D295595	RYAN S HART	1859.36
D295596	ROBERT M HIGGINBOTHAM	1143.89	D295597	EDWARD A HUY	3786.83
D295598	VIDAL JIMENEZ	1753.26	D295599	SAMUEL K KIM	3575.93
D295600	SHAN L LEWIS	1505.52	D295601	REBECCA PIK KWAN LI	2806.63
D295602	SCOTT T LOWE	2559.31	D295603	DAVID MA'AE	2049.90
D295604	TYLER MEISLAHN	1617.15	D295605	JESSE K MONTGOMERY	1531.66
D295606	STEVEN J MOYA JR	1716.28	D295607	BASIL G MURAD	2725.47
D295608	KIRK L NATLAND	549.66	D295609	DUC TRUNG NGUYEN	1707.19
D295610	CORNELIU NICOLAE	2931.68	D295611	ANDREW I ORNELAS	1755.03
D295612	DAVID A ORTEGA	1874.92	D295613	CELESTINO J PASILLAS	2458.49
D295614	WILLIAM F PEARSON	1944.32	D295615	LES A RUITENSCHILD	2755.80
D295616	JONATHAN RUIZ	1825.24	D295617	MODESTO R SALDANA	1732.21
D295618	ALEXIS SANTOS	1238.71	D295619	ADRIAN M SARMIENTO	1936.79
D295620	ALBERT TALAMANTES JR	801.28	D295621	MINH K TRAN	1533.76
D295622	ALEJANDRO N VALENZUELA	1595.17	D295623	KATHLEEN N VICTORIA	653.35
D295624	RONALD J WOLLAND	1447.23	D295625	VICTOR K YERGENSEN	1619.40
D295626	ALICE K FREGOSO	1671.64	D295627	RAQUEL K MANSON	2307.99
D295628	CAROLYN E MELANSON	1630.89	D295629	WILLIAM E MURRAY JR	6989.86
D295630	EMILY H TRIMBLE	1350.29	D295631	ANTHONY U AGUIRRE	724.94
D295632	RODOLPHO M BECERRA	1569.85	D295633	HELEN L CAMDEN	576.58
D295634	EDGAR A CANO	679.82	D295635	ALBERT J CARRISOZA	1344.78
D295636	MARRAY R CHAPMAN	682.06	D295637	VINCENT L DE LA ROSA	1609.94
D295638	HECTOR M ESPINOZA	1346.03	D295639	MAURICIO S GARCIA	2064.94
D295640	GLORIA GAW	1847.32	D295641	RICHARD R GOSSELIN	2935.00
D295642	HERMILO HERNANDEZ	1430.92	D295643	DARNELL D JERRY	614.56
D295644	KEANU M KALOLO	1246.49	D295645	BRENT KAYLOR	1938.28
D295646	BEN A KOSKY	1569.63	D295647	MARK W LADNEY	2149.71
D295648	RAUL LEYVA	2898.95	D295649	ANTONIO R MARTIN	2054.86
D295650	ROBERT P MCLOGAN	759.98	D295651	CARLOS F MENDEZ	1620.11

**** PAGE TOTAL = 186203.15

D295652	RIGOBERTO MENDEZ	2805.42
D295654	RICHARD L PINKSTON	1744.15
D295656	STEVE J TAUANU'U	1808.17
D295658	STEPHANIE A WASINGER	569.85
D295660	THOMAS C COUNTS	27.78
D295662	EARNEST L DOMINGUEZ	682.14
D295664	ALBERT R EURS II	1965.21
D295666	CONRAD A FERNANDEZ	760.41
D295668	JORGE GONZALEZ	1017.14
D295670	GLORIA A HARO	1082.20
D295672	KHUONG NGUYEN	1082.20
D295674	WILLIAM R PICKRELL	2357.30
D295676	DELFRADO C REYES	1082.20
D295678	RODERICK THURMAN	1443.99
D295680	RICHARD L WILLIAMS	1436.53
D295682	CHRISTOPHER L ALLEN	2064.82
D295684	PHILLIP J CARTER	2040.09
D295686	AARON R HANSEN	1677.27
D295688	HUY HOA HUYNH	2134.48
D295690	JOEL G NAVARRO	1183.22
D295692	ROLANDO QUIROZ	1705.17
D295694	RONALD E SANDIFORTH	1879.98
D295696	LUIS A TAPIA	2179.59
D295698	WILLIAM J WHITE	1803.79
D295700	JESSE GUZMAN	2477.59
D295702	MARK E MONSON	2130.96
D295704	STEPHEN D SUDDUTH	1472.67
D295706	HILLARD J WILLIAMS	622.73
D295708	ALLEN L SERNA	2085.18
D295710	FRANK X DE LA ROSA	1756.77
D295712	JOSE GOMEZ	1751.00
D295714	FRANK D HOWENSTEIN	2037.04
D295716	KEON DONTRAY NELSON	1687.44
D295718	ALEJANDRO VALENZUELA JR	1375.06
D295720	JOHN ZAVALA	1807.32
D295722	JEFFREY P DAVIS	3043.72
D295724	MISSY M MENDOZA	131.07
D295726	KRISTY H THAI	1980.65
D295728	JOSHUA O BAIRD	139.97
D295730	GABRIELLA E BALANDRAN	170.33
D295732	NICHOLAS J BARRETT	276.55
D295734	EMILY C CABRERA	479.35
D295736	ALEJANDRA CAMARENA	204.36
D295738	RENE CAMARENA	1738.90
D295740	MARTI CARROLL	981.07
D295742	ALMA BRENDA CASTRO	266.36
D295744	WENDY CHEW	197.25
D295746	MARLOWE L CONTI	615.12

D295653	STEVEN T ORTIZ	2102.44
D295655	BRADLEY J POINDEXTER	541.43
D295657	SUSAN VITALI	1410.83
D295659	JEFFREY G CANTRELL	1767.11
D295661	JAMES CUNNINGHAM	2093.50
D295663	JULIA ESPINOZA	1056.58
D295665	CECELIA A FERNANDEZ	1070.12
D295667	CYNTHIA Y FLORES VAZQUEZ	1003.17
D295669	MICHAEL R GREENE	1817.61
D295671	ERIC W JOHNSON	936.98
D295673	VIRGINIA NICHOLS	784.13
D295675	CHRISTOPHER L RELEFORD	1551.82
D295677	RAFAEL ROBLES	894.84
D295679	EVARISTO VERA	1071.74
D295681	ANSELMO AGUIRRE	2178.39
D295683	JOHN M BRUNING	696.73
D295685	RICK L DUVAL	2614.33
D295687	PATRICIA CLAIR HAYES	2925.01
D295689	BRYAN D KWIATKOWSKI	1222.49
D295691	BRANDON S NUNES	625.38
D295693	TODD R REED	2682.40
D295695	GREGORY L SMITH	674.98
D295697	MICHAEL W THOMPSON	3268.04
D295699	JEREMY J GLENN	443.78
D295701	BRETT A MEISLAHN	1537.54
D295703	ALAN D SARVER	1837.87
D295705	TIMOTHY WALLINGFORD	3255.62
D295707	ALBERT J HOLMON III	2833.84
D295709	VICTOR T BLAS	1923.47
D295711	ERVIN DUBERUL	1631.36
D295713	BRENT W HAYES	3145.06
D295715	ALLEN G KIRZHNER	5095.00
D295717	STEPHEN PORRAS	2451.91
D295719	JESSE VIRAMONTES	2196.11
D295721	VERONICA AVILA	1542.49
D295723	NOELLE N KIM	1524.21
D295725	MARIE L MORAN	2242.54
D295727	EDWARD D AMBRIZ GARCIA	410.17
D295729	SARAH M BAIRD	270.19
D295731	JOSUE BARREIRO MENDOZA	653.95
D295733	ALEXIS R BAUTISTA-MOYANO	387.27
D295735	MEGAN M CALDERON	104.48
D295737	RACHEL M CAMARENA	1713.28
D295739	SARAH M CAMBURN	348.82
D295741	VICTORIA M CASILLAS	1640.45
D295743	CYNTHIA A CHEW	1704.03
D295745	MAXINE M COLTER	220.56
D295747	BREE E CONWAY	51.89

**** PAGE TOTAL = 140117.50

D295748	JULIE T COTTON	902.10	D295749	KENNETH E CUMMINGS	598.32
D295750	JEANETTE A DEMENECE	1461.43	D295751	EMILY A EASLEY	894.51
D295752	KAREN W ESKANDER	138.27	D295753	VANESSA L GARCIA *	371.63
D295754	JACOB R GRANT	2288.41	D295755	ASHLY L HANNAH	262.93
D295756	RACHEL A HIRSCH	264.07	D295757	KIMBERLY K HOLER	426.59
D295758	CAROLINA HONSTAIN	456.71	D295759	KIMBERLY HUY	4194.41
D295760	AKEMI A ISHII *	70.91	D295761	ANA C IZQUIERDO	386.95
D295762	MARITZA JIMENEZ	545.83	D295763	ANN KELLER PLUMB	1363.39
D295764	JOHNNY LUNA	479.42	D295765	ELAINE M MA'AE	2321.72
D295766	DEVANNA S MAAE *	343.06	D295767	ELRAWD J MACLEARN *	29.23
D295768	JESUS MEDINA	1543.93	D295769	JUAN MEDINA	1764.22
D295770	NICHOLAS M MEDINA	435.08	D295771	MONSERRAT MENDOZA ALVARE	306.98
D295772	JOHN A MONTANCHEZ	2964.13	D295773	BRIANNA M MOORE	835.66
D295774	KIRSTEN K NAKAISHI	356.38	D295775	GINA D NECCO	480.22
D295776	JACOB J NEELY	186.85	D295777	MICHELLE M H NGUYEN	140.22
D295778	JENNIFER GODDARD NYE	1587.70	D295779	GABRIELA O'CADIZ-HERNAND	2531.89
D295780	LORI OCHOA *	1782.94	D295781	CHRISTIAN PANGAN	337.42
D295782	JANET E PELAYO	2533.35	D295783	CRISTAL PERALTA	231.15
D295784	LEGEND PHAM	280.48	D295785	ARIELLE PICKRELL	685.10
D295786	SUGEIRY REYNOSO	2026.30	D295787	PAIGE L ROBINSON	496.68
D295788	MARINA Y ROMERO	1640.93	D295789	MONICA K ROMO	177.48
D295790	BRANDON HUNT ROWLEY	69.40	D295791	RICARDO SALDIVAR	511.34
D295792	NATHAN M SANTOS	107.84	D295793	DANA MARIE SAUCEDO	1799.51
D295794	EMERON J SCHLUMBERGER	805.53	D295795	REBECCA S SMITH	299.61
D295796	NICOLE PATRICIA SOTO	478.56	D295797	RACHEL STRUBE	48.75
D295798	ANDRIANA TORRES OROZCO	66.28	D295799	ARTURO TORRES ROBLES	302.56
D295800	BENJAMIN P TOTH	43.27	D295801	KARINA N VALDEZ	82.76
D295802	CLAUDIA VALDIVIA *	2840.96	D295803	JEFFREY VAN SICKLE	1890.38
D295804	JOSEFINA L VELAZQUEZ	605.91	D295805	DAISY O VENCES	523.01
D295806	ANDRE LUIS VICTORIA	287.59	D295807	PAUL E VICTORIA	464.16
D295808	DAVID M WILMES *	935.48	D295809	LUCIA MEDINA-WHITTAKER	995.83
D295810	MILLIE MEROLA	1992.13	D295811	SVETLANA MOURE	1839.93
D295812	THOMAS R SCHULTZ	2521.27	D295813	RANDY ABRAHAMSON	3326.32
D295814	ALBERTO ACOSTA	2327.88	D295815	ANTHONY R ACOSTA	4185.32
D295816	JOHN D BARANGER III	3024.38	D295817	LUCAS B BAUER	3357.16
D295818	BRADLEY D BELL	2681.99	D295819	JERRY R BRENNEMAN	2920.22
D295820	JEREMY J BROADWATER	1956.15	D295821	GUY BROWN	1853.13
D295822	JOSE J CAMBEROS	2334.41	D295823	DANIEL L CLEARWATER	2189.56
D295824	YVES G CLERMONT	1566.61	D295825	JOE W CRAWFORD	3163.82
D295826	TIMOTHY A CRAWFORD	2870.96	D295827	JUSTIN D DOYLE	2253.60
D295828	MICHAEL G ECKHARDT JR	2120.51	D295829	DAVID W EDNOFF	3223.59
D295830	STEVE P FELLNER	3098.26	D295831	JAMES L GABBARD	3014.58
D295832	DREW R GARCIA	2644.40	D295833	CHARLES GREEN	11160.23
D295834	JEFF W HANNA	1178.03	D295835	MATTHEW R HENSHAW	3357.52
D295836	MICHAEL L JACOBS	2839.65	D295837	WILLIAM R JAEGER	1497.73
D295838	SCOTT A KUHLMAN	2937.88	D295839	NICHOLAS A LERARIO	1594.26
D295840	COREY L LINDSAY	1993.36	D295841	NORMAN M LOVELY	3180.82
D295842	JOHN M MARQUEZ JR	2275.21	D295843	CHEYNE C MAULE	3971.03

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D295844	TERRY A MCGOVERN JR	9969.10	D295845	SHANE D MELLE	531.52
D295846	TRAVIS M MELLE	2693.30	D295847	MARK A MICKELSEN	3714.32
D295848	SON L NGUYEN	2725.99	D295849	FREDERICK N NIBLO	2672.61
D295850	BRENT C PARDOEN	2393.93	D295851	MICHAEL KURT RIETH	3077.73
D295852	WADE E RUHMAN	3993.12	D295853	DENNIS L RUZICKA	2634.59
D295854	TIMOTHY S SAWYER	6152.88	D295855	SCOTT A SCHERER	3410.22
D295856	JEFFREY T SPARGUR	4973.21	D295857	MORRIS B SPELL	4672.85
D295858	WILLIAM S STROHM	2209.84	D295859	JUSTIN D TRAVER	1653.46
D295860	CHRISTOPHER B TRENHOLM	2634.00	D295861	MARIO G VALDERRAMA	2268.69
D295862	KEITH T VELOTTA	3843.65	D295863	DAVID S WALDSCHMIDT	3123.01
D295864	MARK S WEISS	2392.74	D295865	PAUL J WHITTAKER	4392.50
D295866	JEFFREY WILKINS	4318.37	D295867	ADAM J WILLIAMSON	1546.14
D295868	JOSEPH A WINGERT JR	2587.86	D295869	MYLES A BURROUGHS	2441.73
D295870	DAVID M CARLSON	2041.99	D295871	PARKER W CARY	2819.81
D295872	JOSHUA A FELDMAN	3090.36	D295873	TIMOTHY D FISHER	3482.25
D295874	GARRET M FURUTA	2661.73	D295875	SHANE S HOWEY	1597.66
D295876	PETER M HUBER	2928.47	D295877	JORDAN R JEMIOLA	4266.98
D295878	MATTHEW C KLEIBACKER	3158.14	D295879	ANTHONY L KNAACK	2972.16
D295880	DANIEL J MOORE	2080.49	D295881	GRANT A NOBLE	3300.48
D295882	ERIC S NORRDIN	1692.79	D295883	ANTHONY J PAGE	1694.31
D295884	ERIC M PALOMO	3390.98	D295885	ANDREW J ROACH	2403.97
D295886	RICHARD RONSTADT	5003.76	D295887	DAVID C SANCHEZ	1193.64
D295888	NICK R SCHAEFER	1593.30	D295889	ERIC P STOKER *	6014.51
D295890	ERIC THORSON	2206.49	D295891	RYAN D VAN WIE	3149.94
D295892	KICKER E VENCILL	1488.73	D295893	GREGORY D WILLIAMS	2040.82
D295894	JONATHAN C WOLFE	2204.21	D295895	JEREMIE E YORKE	1796.17
D295896	NATHAN T BRADY	2755.77	D295897	BRYSON T DAHLHEIMER	1624.27
D295898	LISA S GUARDI	598.89	D295899	DON T NGUYEN	2010.27
D295900	THANH Q NGUYEN	5338.90	D295901	JUSTIN TRUHILL	6277.42
D295902	TODD D ELGIN	4930.01	D295903	CAROLE A KANEGAE	2128.11
D295904	VINCENTE J VAICARO	2738.64	D295905	KRISTEN A BACKOURIS	1459.79
D295906	GENA M BOWEN	1299.56	D295907	JESENIA CAMPOS	1101.56
D295908	HELENA ELSOUSOU	2343.40	D295909	ROBERT D FOWLER	3295.74
D295910	AI KELLY HUYNH	1667.99	D295911	EDUARDO C LEIVA	3316.27
D295912	CINDY S NAGAMATSU HANLON	2330.99	D295913	JEFFREY C NIGHTENGAL	3377.99
D295914	TRAVIS J WHITMAN	4410.21	D295915	CLAUDIA ALARCON	2765.01
D295916	PEDRO R ARELLANO	2840.44	D295917	ALFREDO R AVALOS	3108.53
D295918	CARLOS BAUTISTA JR	2416.36	D295919	RYAN S BERLETH	1738.29
D295920	SUMMER A BOGUE	1548.27	D295921	RICHARD O BURILLO	3428.48
D295922	RYAN V BUSTILLOS	3085.08	D295923	DANIEL A CAMARA	2499.20
D295924	ROBERT W CAMPBELL	2704.47	D295925	JUAN C CENTENO	3361.16
D295926	DAVID Y H CHANG	2337.75	D295927	CHASEN P CONTRERAS	3156.36
D295928	AARON J COOPMAN	2347.31	D295929	GARY L COULTER	3161.65
D295930	NATHANIEL D COX	1992.35	D295931	CHARLIE DANIELEY III	1699.63
D295932	NICHOLAS A DE ALMEIDA LO	2189.10	D295933	KEVIN DINH	4496.17
D295934	AMIR A EL-FARRA	3165.21	D295935	JOSHUA N ESCOBEDO	2537.10
D295936	KORY C FERRIN	2836.88	D295937	KARI A FLOOD	2090.31
D295938	MANUEL FLORES JR	3719.78	D295939	MICHAEL E GERDIN	2002.73

**** PAGE TOTAL = 277534.90

D295940	SEAN M GLEASON	2864.62	D295941	JOSEPH P GROSS JR	2183.70
D295942	ALLAN S HARRY	3189.08	D295943	BRIAN HATFIELD	3120.38
D295944	WILLIAM T HOLLOWAY	3383.04	D295945	JASON L JOHNSON	2075.21
D295946	MICHAEL J JOHNSON	2412.57	D295947	GERALD F JORDAN	2606.87
D295948	TIMOTHY P KOVACS	2400.35	D295949	AUSTIN C LAVERTY	1931.92
D295950	CHRISTOPHER LAWTON	4644.93	D295951	RAPHAEL M LEE	960.21
D295952	RAFAEL LOERA JR	4184.68	D295953	JON D LOFQUIST	3035.31
D295954	RYAN M LUX	17980.12	D295955	BRYAN J MEERS	3501.32
D295956	DANNY J MIHALIK	2264.07	D295957	JEREMY N MORSE	1961.06
D295958	MITCHEL S MOSSER	1804.44	D295959	AARON S NELSON	3717.85
D295960	JASON S PERKINS	4359.81	D295961	DOUGLAS A PLUARD	3219.37
D295962	CHRISTOPHER M SHELGREEN	1855.99	D295963	CHARLES W STARNES	13492.89
D295964	DANIEL J VILLEGAS	2509.79	D295965	JONATHAN B WAINWRIGHT	2345.68
D295966	JOHN J YERGLER	2066.42	D295967	MARCOS R ALAMILLO	5258.79
D295968	WILLIAM ALLISON	5110.55	D295969	RICHARD A ALVAREZ-BROWN	4558.69
D295970	BOBBY B ANDERSON	2551.28	D295971	JOHN F BANKSON	2419.21
D295972	EVAN S BERESFORD	2703.34	D295973	RAY E BEX	3171.88
D295974	VANESSA M BRODEUR	1793.16	D295975	ADAM B COUGHRAN	3391.44
D295976	THOMAS R DARE	3830.53	D295977	JUAN M DE ANDA	2415.94
D295978	JARED R DOYLE	1986.32	D295979	CHRISTOPHER M EARLE	2426.38
D295980	MICHAEL K ELHAMI	2271.28	D295981	BENJAMIN M ELIZONDO*	3299.73
D295982	STEPHEN C ESTLOW*	528.17	D295983	GEORGE R FIGUEREDO	2635.69
D295984	ROGER A FLANDERS	814.16	D295985	PATRICK E GILDEA	2455.55
D295986	ALDO U GUERECIA	2334.57	D295987	TROY HALLER	3181.01
D295988	ERICK LEYVA	3019.18	D295989	CHARLES H LOFFLER	2298.76
D295990	MARK A LORD	3294.02	D295991	TAYLOR A MACY	2067.58
D295992	MATTHEW P MARCHAND	2740.76	D295993	MARIO MARTINEZ JR	3266.11
D295994	JEFFREY M MOONEY	1499.64	D295995	NATHAN D MORTON	4600.79
D295996	RUDOLPH J NEGRON	2405.74	D295997	JEFFREY C NGUYEN	2687.69
D295998	VINCENT T NGUYEN	2222.26	D295999	STEVEN TRUJILLO ORTIZ	2538.19
D296000	OMAR F PEREZ	1883.90	D296001	MICHAEL M PHILLIPS	3072.70
D296002	COREY T POLOPEK	2391.91	D296003	SINDY RAMIREZ OROZCO	1740.52
D296004	JOHN E RANEY	3479.03	D296005	JOHN E REYNOLDS	2749.37
D296006	MICHAEL A REYNOLDS	3276.38	D296007	RYAN R RICHMOND	2075.98
D296008	CHRISTIN E ROGERS	2359.30	D296009	ROCKY F RUBALCABA	10632.42
D296010	SEAN M SALAZAR	2523.34	D296011	LINO G SANTANA	2965.06
D296012	PHILIP E SCHMIDT	3480.58	D296013	ARTHUR F TINTLE JR	6119.71
D296014	MICHAEL J VISCOMI	3776.06	D296015	KATHERINE M ANDERSON	3765.85
D296016	PAUL W ASHBY*	3263.84	D296017	THOMAS A CAPPS	2088.75
D296018	JAMES D FISCHER	8237.21	D296019	RON A REYES	3396.41
D296020	ROYCE C WIMMER	2651.26	D296021	ADAM D ZMIJA	2981.90
D296022	BRIAN D DALTON	1566.86	D296023	JUAN L DELGADO JR	2831.42
D296024	OTTO J ESCALANTE	7659.55	D296025	GEORGE KAISER	3271.31
D296026	PETER M KUNKEL	2521.04	D296027	LUIS F RAMIREZ	7658.54
D296028	PETER HOANG VI	2012.23	D296029	JEFFREY A BROWN	2467.55
D296030	DONALD J HUTCHINS	3495.46	D296031	RAUL MURILLO JR	3000.51
D296032	JOSHUA T OLIVO	2690.03	D296033	ROBERT M STEPHENSON III	3220.95
D296034	COURTNEY P ALLISON	2150.07	D296035	LISA A BELTHIUS	802.38

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D296036	CHARLES K BODDY	5221.31	D296037	ROBERT L BOGUE JR	3754.53
D296038	RANDY G CHUNG	99.70	D296039	DANIEL S EDWARDS	1039.77
D296040	CRAIG A HERRICK	398.14	D296041	PATRICK R JULIENNE	1047.90
D296042	VERONICA NELSON	887.47	D296043	JOHN O OJJEISEKHOB	1628.18
D296044	JOSEPH D VARGAS	361.26	D296045	HECTOR FERREIRA JR	455.24
D296046	BRYAN GONZALEZ	220.36	D296047	SAIRA HERNANDEZ CALLEROS	314.43
D296048	KRYSTAL L N JEANG	278.27	D296049	FELICIA H PEREZ	381.71
D296050	JOSHUA K BEHZAD	1673.72	D296051	ROBERT E BOWERS	1001.66
D296052	KAREN D BRAME	882.52	D296053	KENNETH L CHISM	1202.41
D296054	CHARLES M CLINE JR	835.11	D296055	JAMES E COLEGROVE *	6911.62
D296056	PAUL E DANIELSON	530.61	D296057	ROBERT M DONAHUE JR	251.74
D296058	RUSSELL B DRISCOLL	443.36	D296059	MICHAEL FEHER	900.92
D296060	VICTORIA M FOSTER	1447.29	D296061	NICKOLAS K JENSEN	1954.71
D296062	MICHAEL L MARTIN	2180.90	D296063	CRAIG A MC IVER	2972.44
D296064	KENNETH E MERRILL	497.38	D296065	PATRICK WILLIAM MURPHY	1782.38
D296066	PHILLIP H PHAM	1640.16	D296067	JOHN J STEPANOVICH	1126.39
D296068	PATRICK M THRASHER	939.61	D296069	SCOTT D WATSON	855.38
D296070	FLOR DE LIS ELIZONDO	1055.04	D296071	GARY E ELKINS	1990.24
D296072	JOHN A FLAWS	2060.92	D296073	JASON S FULTON	1893.07
D296074	JAMES C HOLDER	2632.60	D296075	ROBERT J KIVLER *	1661.11
D296076	VICTORIA L LAWTON	1996.27	D296077	RAQUEL D MATA	785.17
D296078	REBECCA S MEEKS	1958.29	D296079	TED H PEASLEE	3568.94
D296080	BENJAMIN L STAUFFER	4039.92	D296081	DAVID C YOUNG	4245.55
D296082	MARIA A ALCARAZ	1741.08	D296083	JOANN J ARMSTRONG	2050.06
D296084	CARISSA L BRUNICK	1029.73	D296085	TAMMY L CHAURAN-HAIRGROV	2072.60
D296086	VERONICA FRUTOS	1074.53	D296087	LAURIE J FUSSELL	1746.47
D296088	DAVID L GEORGE	1860.54	D296089	JOAN L HIGHTOWER	1716.09
D296090	PINKY C HINGCO	2377.71	D296091	SUSAN C HUANG	1913.44
D296092	ANGELA LEDESMA	1817.62	D296093	MARIA C MCFARLANE	2045.74
D296094	BRITTNNEE D MCGOWEN	2081.92	D296095	TRINA T NGUYEN	1551.25
D296096	DEBRA J NICHOLS	1814.35	D296097	DIANA L O'BRIEN	1088.09
D296098	ASHLEY C ROJAS	1921.26	D296099	ASHLEY T SEROTA	1949.18
D296100	KRISTIN M WEISS	1372.65	D296101	SHANNON M YELENSKY	1733.04
D296102	JENNIFER A DIX	2206.08	D296103	DEBBY L FELSE	2573.33
D296104	KATHERINE M FRANCISCO	1412.30	D296105	AMANDA B GARNER	1801.40
D296106	KIMBERLY B GENDREAU	679.72	D296107	ARCHIE GUZMAN	3028.57
D296108	ROBERT D LUX	2349.92	D296109	MELISSA MENDOZA-CAMPOS	2213.75
D296110	MICHAEL A MOSER	1545.73	D296111	BRANDY J PARK	2245.62
D296112	CRISTINA V PAYAN	2021.86	D296113	JENNIFER M RODRIGUEZ	2063.22
D296114	TANYA L SAMOFF	2367.52	D296115	SUSAN A I SEYMOUR	324.40
D296116	NICOLE D SHORROW	4781.63	D296117	DANNY J SOSEBEE	3361.44
D296118	MARSHA D SPELLMAN	2111.28	D296119	SPENCER T TRAN	1744.95
D296120	SANTA WARDLE	1713.48	D296121	CHERYL L WHITNEY	2023.32
D296122	JOHN CASACCIA II	5345.92	D296123	HAN J CHO	2921.14
D296124	SCOTT A COLEMAN	5596.88	D296125	RICHARD E DESBIENS	1329.86
D296126	RONNIE D ECHAVARRIA	4796.82	D296127	MICHAEL D FARLEY	2208.92
D296128	JAMES D FRANKS	2375.77	D296129	PETE GARCIA	1834.24
D296130	STEVEN H HEINE	344.16	D296131	JOSE D HERRERA	2922.29

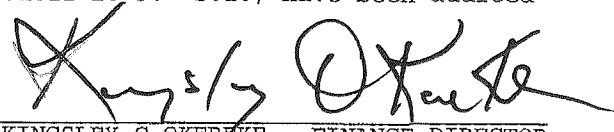
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D296132	THI A HUYNH	2465.92	D296133	JOSEPH L KOLANO	2621.22
D296134	LEA K KOVACS	2676.20	D296135	NICHOLAS A LAZENBY	3055.24
D296136	DAVID LOPEZ	13646.71	D296137	STEVEN W LUKAS	1433.45
D296138	LUIS A PAYAN	2329.82	D296139	TERRA M RAMIREZ	2159.98
D296140	ORLONZO REYES	6478.07	D296141	PAUL M TESSIER	2253.68
D296142	EDGAR VALENCIA	2497.97	D296143	TUONG-VAN NGUYEN VU	1628.75
D296144	DENNIS WARDLE	2439.83	D296145	CHRISTOPHER A WASINGER	2079.04
D296146	CARL J WHITNEY	2757.46	D296147	RONALD A DOSCHER	2863.95
D296148	ERIC A QUINTERO	3321.36	D296149	MARY C CERDA	1752.24
D296150	NICOLE L CHUNG	1279.30	D296151	SUSAN A HOLSTEIN	2176.88
D296152	LIANE Y KWAN	2558.65	D296153	JANY H LEE	3114.28
D296154	SHERRILL A MEAD	2071.89	D296155	KHRYNSTON SAMRETH	1814.51
D296156	CAITLYN M STEPHENSON	1457.29	D296157	LAURA J STOVER	4065.16
D296158	FRANA K CASSIDY	1544.45	D296159	ANNA L GOLD *	1550.26
D296160	HIEN Q PHAM	1613.64	D296161	KATRENA J SCHULZE	249.06
D296162	MATTHEW T SWANSON	1170.23	D296163	ANTHONY VALENZUELA	1280.24
D296164	CANDY G WILDER	1805.50	D296165	TERENCE S CHANG	1604.05
D296166	VERNA L ESPINOZA	1682.00	D296167	CHARLES D KALIL	1583.56
D296168	GEOFFREY A KLOESS	2508.10	D296169	CAMERON M MANGELS	1084.97
D296170	RACHOT MORAGRAAN	2845.75	D296171	NOEL J PROFFITT	3119.33
D296172	ANAND V RAO	4450.09	D296173	JOSEPH M SCHWARTZ	2156.23
D296174	ROD T VICTORIA	1972.36	D296175	TERREL KEITH WINSTON	3171.27
D296176	POLICE ASSN	13971.73	D296177	GG FIRE FIGHTERS 2005	20877.79
D296178	SO CAL C.U.	92035.37	D296179	SOUTHLAND C.U.	3125.00
W2246	GREAT WEST LIFE 457 #340	97678.71	W2247	GREAT WEST LIFE OBRA#340	3304.57
W2248	INTERNAL REVENUE SERVICE	350364.22	W2249	EMPLOYMENT DEVELOPMENT D	98472.47

**** PAGE TOTAL = 792219.80

TOTAL CHECK PAYMENTS	110	54,260.48
TOTAL DIRECT DEPOSITS	706	1,657,609.30
TOTAL WIRE PAYMENTS	4	549,819.97
GRAND TOTAL PAYMENTS	820	2,261,689.75

Checks #179849 thru #179927, and Direct Deposits #D294968 thru #D296179, and wire #W2246 thru #W2249 presented in the Payroll Register submitted to the Garden Grove City Council 28 JUN 2016, have been audited for accuracy and funds are available for payment thereof.


KINGSLEY C OKEREKE - FINANCE DIRECTOR

*Reissued warrants for stale dated (outstanding over 60 days) and voided warrants.

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/29/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
606716	SECRETARY OF STATE NOTARY PUBLIC SECTION	REV & VOID	-40.00 *
607031	VICTORIA, EVA	REV & VOID	-623.89 *
607100	CA SHOPPING CART RETRIEVAL CORP	REV & VOID	-2,147.61 *
W604609	NGUYEN, MYCHAU TRAN	REV & VOID	-1,106.00 *
W604648	NGUYEN, LANI LAN T	REV & VOID	-1,160.00 *
W605977	LE, QUAN M	REV & VOID	-923.00 *
607151	CABINETS PLUS, INC	MINOR OFFICE FURN/EQ	2,239.00 *
607152	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	196.71 *
607153	FIESTA FANTASTIC	OTHER PROF SERV	1,800.00 *
607154	CITY OF GARDEN GROVE-WORK COMP ACCT	SELF-INS CLAIMS	75,989.07 *
607155	REPUBLIC SERVICES #676	REFUSE COLL SERV	1,232.84 *
607156	MARYLAND CHILD SUPPORT ACCOUNT	WAGE ATTACHMENT	343.38 *
607157	REYNOLDS, MICHELLE	WAGE ATTACHMENT	461.54 *
607158	STRADLING, Yocca, CARLSON & RAUTH	LEGAL FEES	1,117.50 *
607159	TELEPACIFIC COMMUNICATIONS	NETWORK COMMUNICT	839.28 *
607160	CO. OF ORANGE	WAGE ATTACHMENT	134.31 *
607161	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES	120.60 *
607162	COUNTY OF ORANGE	WAGE ATTACHMENT	276.92 *
607163	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	37.50 *
607164	GONZALEZ, EDGAR SUPERIOR CONSTRUCTION	MAINT OF REAL PROP	1,625.00 *

PAGE TOTAL FOR "*" LINES = 80,413.15

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/29/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607165	UNITED STATES TREASURY	WAGE ATTACHMENT	130.00 *
607166	SWEETIE BUNCH LLC DBA SWEETS FROM HEAVEN	FOOD SERV SUPPL	400.00 *
607167	M&D SILVA ENTERPRISES INC DBA STRAWBERRY PRODUCTIONS	ADVERTISING	345.67 *
607168	SHANNON WAINWRIGHT	WAGE ATTACHMENT	831.00 *
607169	SOAK CITY	FaCT:YTH ENRCH	487.50 *
607170	PP TT, LLC	RENT SUBSIDY	1,882.00 *
607171	FLANDERS *, ROGER A	MED TRUST REIMB	2,499.90 *
607172	GUERRERO, PAUL	MED TRUST REIMB	131.40 *
607173	LEE, GRACE	DEP CARE REIMB	192.30 *
607174	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	7,777.06 *
607175	LOWE*, SCOTT T	MED TRUST REIMB	274.47 *
607176	LEGAL SHIELD	LEGAL	518.00 *
607177	RUITENSCHILD, LES	DEP CARE REIMB	192.30 *
607178	SANTOS*, ALEXIS	MED TRUST REIMB	509.01 *
607179	SAWYER*, TIMOTHY S.	MED TRUST REIMB	1,012.57 *
607180	SEGAWA*, SANDRA	MED TRUST REIMB	54.88 *
607181	SPARGUR *, JEFFREY T	MED TRUST REIMB	101.35 *
607182	U.S. BEHAVIORAL HEALTH PLAN, CA	NON-SPEC CONTR SERV	1,635.20 *
607183	HODSON, AARON	DEP CARE REIMB	138.46 *
607184	TRANSAMERICA EMPLOYEE BENEFITS	LIFE INS PREMIUM	7,391.98 *
607185	AARON HANSEN	MED TRUST REIMB	125.97 *
607186	TRUONG, ELAINE	DEP CARE REIMB	640.00 *

PAGE TOTAL FOR "*" LINES = 27,271.02

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/29/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607187	METROLINK TRAINS	WAGE ATTACHMENT L/S/A TRANSPORTATION	1,125.25 385.00 1,510.25 *
607188	LIZ VASQUEZ	DEP CARE REIMB	96.23 *
607189	PAYAN, CRISTINA	MED TRUST REIMB DEP CARE REIMB	416.00 649.98 1,065.98 *
607190	TRIMBLE, EMILY	MED TRUST REIMB	180.00 *
607191	CITY OF GARDEN GROVE-WORK COMP ACCT	SELF-INS CLAIMS	100,000.00 *
607192	i.i. FUELS, INC	MV GAS/DIESEL FUEL	17,909.01 *
607193	PENCO ENGINEERING, INC.	ENGINEERING SERVICES	11,510.00 *
607194	STRADLING, Yocca, CARLSON & RAUTH	LEGAL FEES	4,404.80 *
607195	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES	1,005.00 *
607196	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.	SOFTWARE	12,600.00 *
607197	NGUYEN, THACH	WATER REFUND	762.00 *
607198	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	FEE REFUND	50.00 *
607199	A1 SURVEILLANCE SYSTEMS LLC DBA A1 SECURITY CAMERAS	ELECTRICAL SUPPLIES	1,991.80 *
607200	APP-ORDER, LLC	OTHER PROF SERV	340.00 *
607201	MAYFLOWER DISTRIBUTING CO	TRUST FUND EXPEND OTHER REC/CULT SUPP	57.19 97.94 155.13 *
607202	ALLIANT INSURANCE SERVICES INC	MISC LIABILITY INS	521.00 *
607203	ALLSTAR FIRE EQUIPMENT INC.	AIRPAKS	1,773.25 *
607204	ASH-BURKE, ALLISON	OTHER PROF SERV	925.00 *
607205	BAY ALARM COMPANY	OTHER MAINT ITEMS	568.00 *

PAGE TOTAL FOR "*" LINES = 157,367.45

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/29/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607206	RUSSELL SIGLER INC.	AIR COND SUPPLIES	240.97 *
607207	CHEW, CYNTHIA	OTHER REC/CULT SUPP	63.63 *
607208	CHUN, MYUNG	SAFETY EQ/SUPPLIES	240.00 *
607209	SUPPLYWORKS	GEN PURPOSE TOOLS	4,752.00 *
607210	CLEANSTREET	STREET SWEEPING SERV	50,800.87 *
607211	COMLINK LASERCARE	WHSE INVENTORY	70.80 *
607212	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS	3,003.00 *
607213	L.N.CURTIS & SONS	SAFETY EQ/SUPPLIES	7,844.04 *
607214	DLT SOLUTIONS, LLC	SOFTWARE	6,128.93 *
607215	DIAMOND ENVIRONMENTAL SERVICES	OTHER MAINT ITEMS	303.47 *
607216	FEDERAL EXPRESS CORP	DELIVERY SERVICES	76.95 *
607217	FORD OF ORANGE	MOTOR VEH PARTS	625.11 *
607218	THE SHERWIN-WILLIAMS CO DBA FRAZEE PAINTS	PAINT/DYE/LUBRICANTS	32.12 *
607219	GBS LINENS	LAUNDRY SERVICES	87.05 *
607220	GOMEZ, JOSE	SAFETY EQ/SUPPLIES	136.45 *
607221	HILLCO FASTENER WAREHOUSE	HARDWARE	62.12 *
607222	HILL'S BROS LOCK & SAFE INC	OTHER MAINT ITEMS	5.00
		OTHER MINOR TOOLS/EQ	122.40
			127.40 *
607223	JAY'S CATERING	OTHER FOOD ITEMS	466.25 *
607224	JUNIPER SYSTEMS INC	OTHER MAINT ITEMS	537.47 *
607225	KENT, PATI	INSTRUCTOR SERVICES	159.88 *
607226	KNORR SYSTEMS, INC.	OTHER MAINT ITEMS	654.59 *

PAGE TOTAL FOR "*" LINES = 76,413.10

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/29/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607227	MC MASTER-CARR SUPPLY CO	HARDWARE	105.56 *
607228	MERCHANTS BLDG MAINT LLC	MAINT-SERV CONTRACTS	940.00 *
607229	FIS ACCOUNTING DEPT	BANK FEES-CRDT CD	85.30 *
607230	GARDEN GROVE ACE HARDWARE	HARDWARE	7.02 *
607231	MR. D'S AUTOMOTIVE	MOTOR VEHICLE MAINT	120.00 *
607232	NJP SPORTS INC.	MAINT OF REAL PROP	864.00 *
607233	NIAGARA PLUMBING	PIPES/APPURTENANCES	126.08 *
607234	R.J. NOBLE COMPANY	OTHER MAINT ITEMS	3,527.84 *
607235	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	OTHER MAINT ITEMS	1,281.00 *
607236	OFFICEMAX INCORPORATED	OFFICE SUPPLIES/EXP	458.02 *
607237	OPPERMAN & SONS TRUCK	MOTOR VEH PARTS	1,065.96 *
607238	ORANGE COUNTY NEWS	ADVERTISING	240.00 *
607239	PACIFIC PLUMBING SPECIALTIES	PIPES/APPURTENANCES	283.63 *
607240	PLUMBERS DEPOT INC.	REPAIRS-FURN/MACH/EQ	1,721.45 *
607241	POOL WATER PRODUCTS	OTHER MAINT ITEMS	27.58 *
607242	REDDAWAY	POSTAGE	68.25 *
607243	RICOH USA, INC DBA RICOH LEGAL DOC SERV	MAINT-SERV CONTRACTS	5.74 *
607244	SAFETY 1st PEST CONTROL, INC	OTHER MAINT ITEMS	750.00 *
607245	SHOETERIA	SAFETY EQ/SUPPLIES	240.00 *
607246	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	63.00 *
607247	SIMPSON CHEVROLET OF GG	MOTOR VEH PARTS	1,834.46
		OTHER MAINT ITEMS	372.60
			2,207.06 *

PAGE TOTAL FOR "*" LINES = 14,187.49

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/29/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607248	SOUTHERN COUNTIES LUBRICANTS LLC.	WHSE INVENTORY	1,316.51 *
607249	SPARKLETTTS	BOTTLED WATER	209.13 *
607250	STERLING SLEEP SYSTEMS	HSHLD EQUIP/SUPPLIES	1,082.12 *
607251	SUN BADGE COMPANY	UNIFORMS	407.76 *
607252	TEX-WIL INC. DBA RICHARD JONES PIT BBQ	FOOD	1,981.69 *
607253	TYCO INTEGRATED SECURITY LLC	MAINT-SERV CONTRACTS	1,292.65 *
607254	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	OTHER MAINT ITEMS	354.00 *
607255	UNIFIRST CORP	LAUNDRY SERVICES	848.24 *
607256	UNITED RENTALS NORTHWEST, INC	OTHER CONST SUPPLIES	198.45 *
607257	U.S. TOY CO.	OTHER REC/CULT SUPP	58.31 *
607258	VISION MARKING DEVICES	OFFICE SUPPLIES/EXP	32.27 *
607259	VUONG, VINH	O/C SAN DIST FEES	681.00 *
607260	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	2,816.73 *
607261	GRAINGER	REPAIRS-FURN/MACH/EQ	1,097.01
		LABORATORY CHEMICALS	119.25
		ELECTRICAL SUPPLIES	869.14
		OTHER MAINT ITEMS	2,611.13
		SAFETY EQ/SUPPLIES	75.82
		OTHER MINOR TOOLS/EQ	1,509.41
		FURN/MACH/EQUIP REPL	482.41
			6,764.17 *
607262	WALTERS WHOLESALE ELECTRIC	FREIGHT/CARTAGE	134.90 *
607263	WEST COAST ARBORISTS INC	TREE TRIMMING SERV	7,753.00 *
607264	WEST COAST SAND & GRAVEL	OTHER MAINT ITEMS	1,830.34 *
607265	FERGUSON ENTERPRISES, INC #1350	PIPES/APPURTENANCES	23.26
		OTHER MINOR TOOLS/EQ	50.46

PAGE TOTAL FOR "*" LINES = 27,761.27

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/29/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
			73.72 *
607266	WESTERN EXTERMINATOR	MAINT-SERV CONTRACTS	125.00 *
607267	WESTERN OIL SPREADING SERVICES	ASPHALT PRODUCTS	231.52 *
607268	YERGENSEN *, VICTOR	SAFETY EQ/SUPPLIES	150.00 *
607269	ZOLL MEDICAL CORP	MEDICAL SUPPLIES	1,539.00 *
607270	DTNTech MARKETING	UNIFORMS	2,231.55 *
607271	ASSOCIATED SOILS ENGINEERING, INC.	ENGINEERING SERVICES	940.00 *
607272	ORANGE COUNTY CHIEFS OF POLICE AND SHERIFF'S ASSOCIATION	DUES/MEMBERSHIPS	125.00 *
607273	HI-WAY SAFETY INC MYERS & SONS	SAFETY EQ/SUPPLIES	262.76 *
607274	BRUCE HALL LAND SURVEYOR, INC	ENGINEERING SERVICES	3,100.00 *
607275	PROFESSIONAL COLLISION	MOTOR VEHICLE MAINT	800.00 *
607276	HANDY HOSE SERVICES ADVANTAGE HOSE SERVICES LLC	REPAIRS-FURN/MACH/EQ	3,387.56 *
607277	ALMETEK INDUSTRIES INC	HARDWARE	1,014.73 *
607278	IAPMO	DUES/MEMBERSHIPS	250.00 *
607279	MCFADDEN DALE INDUSTRIAL HARDWARE	OTHER MINOR TOOLS/EQ	82.30 *
607280	MAAE, DAVID	SAFETY EQ/SUPPLIES	240.00 *
607281	VIET BAO DAILY, INC.	ADVERTISING	396.00 *
607282	TRAFFIC MANAGEMENT INC	OTHER MAINT ITEMS	860.75 *
607283	BADOUD, TOM	OTHER PROF SERV	172.50 *
607284	FIGUEROA, MIGUEL JR.	INSTRUCTOR SERVICES	667.52 *
607285	GONZALEZ, EDGAR SUPERIOR CONSTRUCTION	MAINT OF REAL PROP	5,800.01 *
607286	CONTROLWORKS BUILDING AUTOMATION SYSTEMS	AIR COND SUPPLIES	1,215.00 *

PAGE TOTAL FOR "*" LINES = 23,664.92

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/29/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607287	IMPERIAL SPRINKLER SUPPLY INC	WHSE INVENTORY	171.24 *
607288	THORPE, DON	TRUST FUND EXPEND	253.00 *
607289	TIN LOCKSMITH INC	OTHER MINOR TOOLS/EQ	150.00 *
607290	VERITIV OPERATING COMPANY	WHSE INVENTORY	2,915.40 *
607291	COSTAR GROUP, INC. ATTN: ACCOUNTING DEPT-CONTRACTS	OTHER PROF SERV	412.78 *
607292	KIRZHNER, ALLEN	SAFETY EQ/SUPPLIES	224.64 *
607293	MALWAREBYTES CORPORATION	SOFTWARE	5,750.00 *
607294	PARKINK	OTHER REC/CULT SUPP	1,240.25 *
607295	VN-US IMMIGRATION & SERVICES	OTHER PROF SERV	150.00 *
607296	R DEPENDABLE CONST INC	BLDGS/IMPROVEMENTS	1,235.00 *
607297	VIETNAMESE AMERICAN MEDIA CORP DBA VIEN DONG DAILY NEWS	ADVERTISING	240.00 *
607298	ZAVALA, JOHN	DUES/MEMBERSHIPS	245.00
		SAFETY EQ/SUPPLIES	240.00
			485.00 *
607299	COOPER, BRADLEY	DEPOSIT REFUNDS	270.00 *
607300	CRUZ, KARINA	DEPOSIT REFUNDS	145.00 *
607301	CHI, CUNG	DEPOSIT REFUNDS	45.00 *
607302	NGUYEN, DAN	DEPOSIT REFUNDS	845.00 *
607303	NGUYEN, KRISTINE	DEPOSIT REFUNDS	30.00 *
607304	SUNTEC WINDOW TINTING	OTHER PROF SERV	660.00 *
607305	KOREA TIMES LOS ANGELES ATTN: ADVERTISING	ADVERTISING	1,000.00 *
607306	YO-FIRE SUPPLIES	OTHER MAINT ITEMS	309.37 *
607307	BSN SPORTS LLC TOMARK SPORTS	ATHLETIC SUPPLIES	1,270.82 *

PAGE TOTAL FOR "*" LINES = 17,802.50

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/29/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607308	GG FIREFIGHTERS 2005	PINS/MEMENTOS	1,000.00 *
607309	JERRY BRENEMAN	TUITION REIMB	2,072.00 *
607310	LINE GEAR FIRE & RESCUE EQUIPMENT	WILDLAND/SAFETY SAFETY EQ/SUPPLIES	558.36 0.00 558.36 *
607311	GRP2 UNIFORMS, INC KEYSTONE UNIFORMS, OC	UNIFORMS	527.00 *
607312	SOUTHERN COMPUTER WAREHOUSE, INC	OFFICE SUPPLIES/EXP	199.02 *
607313	ZERO WASTE USA	OTHER MAINT ITEMS	428.76 *
607314	INFOSEND, INC.	POSTAGE DELIVERY SERVICES PRINTING COMMUNITY RELATIONS OTHER PROF SERV PAPER/ENVELOPES	6,661.69 120.51 1,555.60 17,836.00 683.68 738.51 27,595.99 *
607315	SIGNATURE CELEBRATIONS, INC.	OTHER PROF SERV	4,255.20 *
607316	JOHN DEERE CONSTRUCTION RETAIL SALES	MOTOR VEHICLE ADD	101,070.84 *
607317	USA BLUE BOOK	LABORATORY CHEMICALS	58.73 *
607318	CA SHOPPING CART RETRIEVAL CORP	OTHER BLD/EQ/ST SERV	2,083.00 *
607319	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	64.61 *
607320	NICOLAE, CORNELIU	PERMITS/OTHER FEES	255.00 *
607321	EBERHARD EQUIPMENT	HEAVY EQUIP RENTAL	475.20 *
607322	HOWENSTEIN, FRANK	DUES/MEMBERSHIPS	91.00 *
607323	DME INC	OTHER MAINT ITEMS	1,506.74 *
607324	VICTORIA, DING	DUES/MEMBERSHIPS	115.00 *
W1594	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	HEALTH INSURANCE	659,808.07 *

PAGE TOTAL FOR "*" LINES = 802,164.52


WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/29/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W1595	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	882,371.68 *
W1596	US BANK	BANK FEES	2,200.00 *
W1597	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	16.65 *

PAGE TOTAL FOR "*" LINES = 884,588.33

FINAL TOTAL 2,111.633.75 *

DEMANDS #607151 - 607324 AND WIRES W1594 - W605977 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL JUNE 29, 2016, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF


KINGSLEY C. OKEREKE - FINANCE DIRECTOR

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607325	15915 LA FORGE ST WHITTIER LLC	RENT SUBSIDY	2,725.00 *
607326	1939 WALLACE, LP	RENT SUBSIDY	1,093.00 *
607327	2012 NHAN HOANG REVOCABLE TRST	RENT SUBSIDY	1,321.00 *
607328	2555 WEST WINSTON ROAD, LP	RENT SUBSIDY	1,742.00 *
607329	425 WILTON PLACE, LLC	RENT SUBSIDY	978.00 *
607330	8080 BEVER PLACE-NEGBA LLC C/O LRS	RENT SUBSIDY	427.00 *
607331	ADAMS, WILLIAM C/O KK & ASSOCIATES	RENT SUBSIDY	899.00 *
607332	ADRIATIC APTS C/O MANAGER	RENT SUBSIDY	818.00 *
607333	AEGEAN APARTMENTS C/O STERLING PROPERTY MGMT	RENT SUBSIDY	4,915.00 *
607334	AGUIAR, MARIA	RENT SUBSIDY	762.00 *
607335	ALPINE APTS	RENT SUBSIDY	5,591.00 *
607336	AMERICAN FAMILY HOUSING	RENT SUBSIDY	2,418.00 *
607337	ANAHEIM REVITALIZATION II PART	RENT SUBSIDY	633.00 *
607338	ANAHEIM REVITALIZATION PARTNERS LP	RENT SUBSIDY	1,109.00 *
607339	AOU, CHUNG NAN	RENT SUBSIDY	1,525.00 *
607340	ARJON, TIMOTEO	RENT SUBSIDY	1,887.00 *
607341	ATTIA, EIDA A	RENT SUBSIDY	1,415.00 *
607342	AUDUONG, PAUL	RENT SUBSIDY	699.00 *
607343	AYERS, MARILISA BRADFORD	RENT SUBSIDY	780.00 *
607344	BAHIA VILLAGE MOBILEHOME PARK	RENT SUBSIDY	1,664.00 *
607345	BAROT, JITENDRA P	RENT SUBSIDY	1,035.00 *
607346	BARRY SAYWITZ PROP TWO, LP	RENT SUBSIDY	6,041.00 *

PAGE TOTAL FOR "*" LINES = 40,477.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607347	BEACH CREEK APARTMENTS C/O C&R MANAGEMENT COMPANY	RENT SUBSIDY	1,090.00 *
607348	BHATT, N C	RENT SUBSIDY	1,281.00 *
607349	BIDWELL, KIM OANH	RENT SUBSIDY	1,135.00 *
607350	BOOTH, JAMES	RENT SUBSIDY	691.00 *
607351	BRIAR CREST / ROSE CREST	RENT SUBSIDY	2,262.00 *
607352	BROWN, SHARON OR NORMAN	RENT SUBSIDY	2,169.00 *
607353	BUI JR, RICHARD	RENT SUBSIDY	4,398.00 *
607354	BUI JR, RICHARD	RENT SUBSIDY	301.00 *
607355	BUI, BINH N.	RENT SUBSIDY	1,605.00 *
607356	BUI, DANG THANH	RENT SUBSIDY	1,059.00 *
607357	BUI, JIMMY QUOC	RENT SUBSIDY	3,446.00 *
607358	BUI, LAI	RENT SUBSIDY	763.00 *
607359	BUI, LAN HUYNH NGOC	RENT SUBSIDY	797.00 *
607360	BUI, MINH Q	RENT SUBSIDY	1,681.00 *
607361	BUI, PHAT	RENT SUBSIDY	1,570.00 *
607362	BUI, SON MINH	RENT SUBSIDY	1,897.00 *
607363	BUI, SON VAN	RENT SUBSIDY	1,873.00 *
607364	BUI, TINH TIEN	RENT SUBSIDY	886.00 *
607365	BUI, VU DINH	RENT SUBSIDY	830.00 *
607366	BUI,NGA GIANG	RENT SUBSIDY	802.00 *
607367	CALIFORNIA APTS	RENT SUBSIDY	428.00 *
607368	CALKINS, RONALD	RENT SUBSIDY	1,019.00 *

PAGE TOTAL FOR "*" LINES = 31,983.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607369	CAMBRIDGE HEIGHTS, LP	RENT SUBSIDY	955.00 *
607370	CAO, PHUOC GIA	RENT SUBSIDY	848.00 *
607371	CEDAR CREEK APARTMENT HOMES	RENT SUBSIDY	755.00 *
607372	CENTURY CRESCENT, LLC	RENT SUBSIDY	1,312.00 *
607373	CHAMBERLAIN, DAVID T.	RENT SUBSIDY	2,876.00 *
607374	CHANG, WARREN	RENT SUBSIDY	749.00 *
607375	CHANTECLAIR APTS	RENT SUBSIDY	893.00 *
607376	CHAU, TU KHA	RENT SUBSIDY	868.00 *
607377	CHELSEA COURT APTS	RENT SUBSIDY	1,153.00 *
607378	CHEN, PHAN SHIN	RENT SUBSIDY	1,558.00 *
607379	CHEN, SHIAO-YUNG	RENT SUBSIDY	5,970.00 *
607380	CHEN, T C	RENT SUBSIDY	32,279.00 *
607381	CHERRY WEST PROPERTIES	RENT SUBSIDY	873.00 *
607382	CHEUNG, STEPHEN	RENT SUBSIDY	1,019.00 *
607383	CHUNG, NICHOLAS	RENT SUBSIDY	1,231.00 *
607384	CHUNG, SEKYUNG	RENT SUBSIDY	2,534.00 *
607385	CO, PONCH C/O HUNTINGTON WEST PROPERTIES	RENT SUBSIDY	794.00 *
607386	CONCEPCION, RODRIGO C/O LOTUS PROPERTY SERVICES	RENT SUBSIDY	830.00 *
607387	CONCORD MGMT LLC	RENT SUBSIDY	745.00 *
607388	CORNER CAPITAL INVESTMENTS C/O DROUIN REALTY	RENT SUBSIDY	687.00 *
607389	COURTYARD VILLAS	RENT SUBSIDY	8,629.00 *
607390	CRESTWOOD ON 7, LLC	RENT SUBSIDY	1,203.00 *

PAGE TOTAL FOR "*" LINES = 68,761.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607391	CROSS CREEK	RENT SUBSIDY	2,222.00 *
607392	CU, LARRY Q	RENT SUBSIDY	1,055.00 *
607393	CURTIS PROPERTIES, INC	RENT SUBSIDY	793.00 *
607394	DAISY VI ASSOCIATES LTD	RENT SUBSIDY	9,397.00 *
607395	DANG, ANNIE	RENT SUBSIDY	1,382.00 *
607396	DANG, DAVID	RENT SUBSIDY	1,331.00 *
607397	DAO, JOSEPH N	RENT SUBSIDY	1,009.00 *
607398	DE MIRANDA MANAGEMENT	RENT SUBSIDY	862.00 *
607399	DEERFIELD APARTMENTS	RENT SUBSIDY	515.00 *
607400	DEERING II FAMILY L.P. C/O EMPIRE PROPERTY MANAGEMENT	RENT SUBSIDY	2,441.00 *
607401	DELAWARE COUNTY HOUSING AUTH.	RENT SUBSIDY	1,106.11 *
607402	DEWYER, CLARA J.	RENT SUBSIDY	1,072.00 *
607403	DINH, KIM	RENT SUBSIDY	920.00 *
607404	DINH, NHU Y	RENT SUBSIDY	698.00 *
607405	DINH, QUYEN	RENT SUBSIDY	842.00 *
607406	DINH, THU V.	RENT SUBSIDY	684.00 *
607407	DINH, THANH	RENT SUBSIDY	1,287.00 *
607408	DO, AI HANG NGUYEN	RENT SUBSIDY	1,628.00 *
607409	DO, DOMINIC HAU	RENT SUBSIDY	1,560.00 *
607410	DO, LAN HOANG	RENT SUBSIDY	2,004.00 *
607411	DO, MINH C.	RENT SUBSIDY	759.00 *
607412	DO, THAI VAN	RENT SUBSIDY	813.00 *

PAGE TOTAL FOR "*" LINES = 34,380.11

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607413	DO, THUAN	RENT SUBSIDY	476.00 *
607414	DO, TIM	RENT SUBSIDY	1,634.00 *
607415	DOAN, DINH T	RENT SUBSIDY	1,463.00 *
607416	DOAN, HUY	RENT SUBSIDY	1,079.00 *
607417	DOAN, KYLAM	RENT SUBSIDY	1,210.00 *
607418	DOAN, NHA & JOANNE TRANG VU	RENT SUBSIDY	1,335.00 *
607419	DONNER, HELMUT	RENT SUBSIDY	719.00 *
607420	DOURBETAS, CHRISTINA	RENT SUBSIDY	823.00 *
607421	DOWD III, WILLIAM A.	RENT SUBSIDY	819.00 *
607422	DUC NGUYEN AND PAULINE NGUYEN, LLC	RENT SUBSIDY	841.00 *
607423	DUCATO GARDENS, LLC C/O J FRENCH	RENT SUBSIDY	656.00 *
607424	DUNN, DAVID C C/O JLE PROPERTY MGMT	RENT SUBSIDY	3,368.00 *
607425	DUONG, HAI DINH	RENT SUBSIDY	1,095.00 *
607426	DUONG, LAN	RENT SUBSIDY	1,241.00 *
607427	DUONG, LOM	RENT SUBSIDY	1,355.00 *
607428	DUONG, THI A	RENT SUBSIDY	973.00 *
607429	DUONG, VAN TU	RENT SUBSIDY	1,298.00 *
607430	DUONG, CHI THI	RENT SUBSIDY	1,258.00 *
607431	DUONG, HOA THI KIM	RENT SUBSIDY	901.00 *
607432	DYO, GLADYS C/O LION PROPERTIES	RENT SUBSIDY	487.00 *
607433	EASTWIND PROPERTIES, LLC	RENT SUBSIDY	1,649.00 *
607434	EDLUND, DANIEL T C/O WETHERGAGE MGMT	RENT SUBSIDY	915.00 *

PAGE TOTAL FOR "*" LINES = 25,595.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607435	EL CAMINO LU, LLC	RENT SUBSIDY	1,066.00 *
607436	EL PASEO	RENT SUBSIDY	994.00 *
607437	EL PUEBLO APTS	RENT SUBSIDY	353.00 *
607438	ELDEN EAST APARTMENTS	RENT SUBSIDY	1,074.00 *
607439	EMERALD COURT APARTMENTS ATTEN: LEASING OFFICE	RENT SUBSIDY	1,050.00 *
607440	EMERALD GARDENS APT	RENT SUBSIDY	1,912.00 *
607441	ENGEL, TERRY C	RENT SUBSIDY	510.00 *
607442	ERILEX FAMILY L.P. C/O MARK WEINER,MANAGER	RENT SUBSIDY	904.00 *
607443	EUCLID PARK APTS	RENT SUBSIDY	1,550.00 *
607444	FBC APARTMENTS	RENT SUBSIDY	833.00 *
607445	FIELDS, FLOYD H	RENT SUBSIDY	169.00 *
607446	FINCH, WENDY	RENT SUBSIDY	965.00 *
607447	FOUNTAIN GLEN AT ANAHEIM HILLS	RENT SUBSIDY	1,132.00 *
607448	FRANCISCAN GARDENS APTS- ATTN: MANAGER	RENT SUBSIDY	17,126.00 *
607449	FULLWOOD,DALE A	RENT SUBSIDY	760.00 *
607450	GANZ, KARL	RENT SUBSIDY	847.00 *
607451	GARCIA, ALBINO	RENT SUBSIDY	1,562.00 *
607452	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	RENT SUBSIDY	3,980.00 *
607453	GARDEN TERRACE ESTATES	RENT SUBSIDY	690.00 *
607454	GARZA, CAROL	RENT SUBSIDY	765.00 *
607455	GEORGIAN APTS	RENT SUBSIDY	931.00 *
607456	GIA VU, INC	RENT SUBSIDY	1,814.00 *

PAGE TOTAL FOR "*" LINES = 40,987.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607457	GIGI APARTMENTS	RENT SUBSIDY	2,472.00 *
607458	GLENDALE HOUSING AUTHORITY	RENT SUBSIDY	531.75 *
607459	GLENHAVEN MOBILODGE	RENT SUBSIDY	192.00 *
607460	GOMEZ, HENRY S.	RENT SUBSIDY	1,417.00 *
607461	GR8 FAMILY HOMES, LLC	RENT SUBSIDY	912.00 *
607462	GRANDE APARTMENTS LP	RENT SUBSIDY	1,293.00 *
607463	GREEN LANTERN VILLAGE CALIFORNIA MHPMGT CO	RENT SUBSIDY	361.00 *
607464	GREEN LOTUS GROUP, LLC	RENT SUBSIDY	486.00 *
607465	GREENFIELDSDIE, LLC	RENT SUBSIDY	885.00 *
607466	GREENHOUSE APARTMENTS	RENT SUBSIDY	802.00 *
607467	VOID WARRANT		
607468	GROVE PARK L.P.	RENT SUBSIDY	54,629.00 *
607469	Grove Park LLC	RENT SUBSIDY	3,539.00 *
607470	GULMESOFF, JIM	RENT SUBSIDY	4,689.00 *
607471	HA OF DEKALB COUNTY	RENT SUBSIDY	479.96 *
607472	HA OF SNOHOMISH COUNTY	RENT SUBSIDY	846.27 *
607473	HA, MANH MINH	RENT SUBSIDY	828.00 *
607474	HALL & ASSOCIATES, INC.	RENT SUBSIDY	4,607.00 *
607475	HAN, LINDA	RENT SUBSIDY	1,626.00 *
607476	HANSEN, RICHARD D	RENT SUBSIDY	1,146.00 *
607477	HARA, KULJIT	RENT SUBSIDY	703.00 *
607478	HARA, STEVE C/O WESTERN INTL PROP	RENT SUBSIDY	1,950.00 *

PAGE TOTAL FOR "*" LINES = 84,394.98

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607479	HARBOR GROVE LUXURY APARTMENTS C/O RENTAL OFFICE	RENT SUBSIDY	26,026.00 *
607480	HARRIS COUNTY HOUSING AUTH.	RENT SUBSIDY	502.63 *
607481	HAUPT PROPERTIES LLC C/O DROUIN REALTY	RENT SUBSIDY	779.00 *
607482	HERITAGE VILLAGE ANAHEIM	RENT SUBSIDY	895.00 *
607483	HIROMOTO, JANE	RENT SUBSIDY	1,351.00 *
607484	HMZ RESIDENTIAL PARK LP	RENT SUBSIDY	1,071.00 *
607485	HO, PAULINE	RENT SUBSIDY	2,132.00 *
607486	HO, THOMAS P	RENT SUBSIDY	860.00 *
607487	HOANG, JAMES	RENT SUBSIDY	2,780.00 *
607488	HOANG, LAN T	RENT SUBSIDY	2,210.00 *
607489	HOANG, LIEN	RENT SUBSIDY	1,866.00 *
607490	HOANG, LONG	RENT SUBSIDY	982.00 *
607491	HOANG, TRACY	RENT SUBSIDY	801.00 *
607492	HOANG, NHAN TIEN	RENT SUBSIDY	908.00 *
607493	HOFFMAN, NICK	RENT SUBSIDY	686.00 *
607494	HOLFORD, DEEANNE	RENT SUBSIDY	961.00 *
607495	HOLTZMAN, ROSEMARY LC	RENT SUBSIDY	920.00 *
607496	HOPPE, SALLY	RENT SUBSIDY	1,011.00 *
607497	HOUSING AUTHORITY OF PORTLAND	RENT SUBSIDY	758.08 *
607498	HUNTINGTON WESTMINSTER APT, LLC	RENT SUBSIDY	1,135.00 *
607499	HUSS, DON	RENT SUBSIDY	1,154.00 *
607500	HUYNH, ANNIE N	RENT SUBSIDY	1,347.00 *

PAGE TOTAL FOR "*" LINES = 51,135.71

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607501	HUYNH, CHEN THI	RENT SUBSIDY	2,734.00 *
607502	HUYNH, JENNIFER	RENT SUBSIDY	1,699.00 *
607503	HUYNH, KIET	RENT SUBSIDY	2,660.00 *
607504	HUYNH, MINH HUY	RENT SUBSIDY	1,381.00 *
607505	HUYNH, NATALIE N	RENT SUBSIDY	1,880.00 *
607506	HUYNH, PHILIP	RENT SUBSIDY	316.00 *
607507	HUYNH, RICHARD T	RENT SUBSIDY	1,561.00 *
607508	HUYNH, LONG BAO	RENT SUBSIDY	1,248.00 *
607509	HUYNH, NGHIA TRUNG	RENT SUBSIDY	930.00 *
607510	HUYNH, TRANG	RENT SUBSIDY	1,816.00 *
607511	J.D. PROPERTY MANAGEMENT, INC	RENT SUBSIDY	764.00 *
607512	JANESKI, JERRY	RENT SUBSIDY	1,262.00 *
607513	JOHNSON, L.D.	RENT SUBSIDY	696.00 *
607514	JOHNSON, LINDA	RENT SUBSIDY	2,855.00 *
607515	JOMARC PROPERTIES LTD C/O ROSE BREE	RENT SUBSIDY	5,012.00 *
607516	JU, LIN J	RENT SUBSIDY	2,787.00 *
607517	K & K INVESTMENTS, LP	RENT SUBSIDY	1,511.00 *
607518	KATELLA MOBILE HOME ESTATES	RENT SUBSIDY	523.00 *
607519	KCM INVESTMENTS LLC	RENT SUBSIDY	1,285.00 *
607520	KDF HERMOSA LP	RENT SUBSIDY	4,238.00 *
607521	KDF MALABAR LP C/O VPM INC	RENT SUBSIDY	20,647.00 *
607522	KDF QV LP	RENT SUBSIDY	1,075.00 *

PAGE TOTAL FOR "*" LINES = 58,880.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607523	KDF SEA WIND LP	RENT SUBSIDY	1,489.00 *
607524	KEITH AND HOLLY CORPORATION	RENT SUBSIDY	2,334.00 *
607525	KENSINGTON GARDENS	RENT SUBSIDY	1,104.00 *
607526	KHEANG, SETH S	RENT SUBSIDY	1,776.00 *
607527	KIM, SON H	RENT SUBSIDY	2,497.00 *
607528	KING COUNTY HOUSING AUTHORITY	RENT SUBSIDY	1,255.07 *
607529	KING INVESTMENT GROUP, INC C/O BERNARD KING	RENT SUBSIDY	4,989.00 *
607530	KING, BERNARD	RENT SUBSIDY	981.00 *
607531	KITSELMAN, KENT M	RENT SUBSIDY	807.00 *
607532	KNK PROPERTIES C/O EDWARD KUO	RENT SUBSIDY	6,734.00 *
607533	KOTLYAR, ALISA	RENT SUBSIDY	878.00 *
607534	KUNZMAN, WILLIAM	RENT SUBSIDY	1,955.00 *
607535	KUO, EDWARD	RENT SUBSIDY	1,629.00 *
607536	KUO, EDWARD C/O BUENA GROVE	RENT SUBSIDY	813.00 *
607537	LA PALMA APTS L.P.	RENT SUBSIDY	911.00 *
607538	LAGUNA STREET APARTMENTS, LLC	RENT SUBSIDY	811.00 *
607539	LAM, ANDRE	RENT SUBSIDY	1,808.00 *
607540	LAM, THONG KIM	RENT SUBSIDY	1,783.00 *
607541	LAM, TOM	RENT SUBSIDY	1,699.00 *
607542	LAMPLIGHTER VILLAGE APTS	RENT SUBSIDY	8,789.00 *
607543	LARDERUCCIO, SAL	RENT SUBSIDY	1,174.00 *
607544	LAS FLORES APARTMENTS	RENT SUBSIDY	941.00 *

PAGE TOTAL FOR "*" LINES = 47,157.07

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607545	LAU, STEPHEN	RENT SUBSIDY	1,152.00 *
607546	LE FAMILY TRUST C/O PHONG THANH LE	RENT SUBSIDY	1,490.00 *
607547	LE, BILL B.Q.	RENT SUBSIDY	1,013.00 *
607548	LE, DANIEL	RENT SUBSIDY	975.00 *
607549	LE, DON	RENT SUBSIDY	528.00 *
607550	LE, DONALD	RENT SUBSIDY	1,045.00 *
607551	LE, HIEP THI	RENT SUBSIDY	1,764.00 *
607552	LE, JIMMY T	RENT SUBSIDY	1,864.00 *
607553	LE, JOHN TOAN	RENT SUBSIDY	1,307.00 *
607554	LE, LANH C	RENT SUBSIDY	1,390.00 *
607555	LE, LANH VAN	RENT SUBSIDY	1,193.00 *
607556	LE, LYAN	RENT SUBSIDY	787.00 *
607557	LE, MAI	RENT SUBSIDY	978.00 *
607558	LE, MY C/O CALIFORNIA NETWORK REALTY	RENT SUBSIDY	1,129.00 *
607559	LE, NGA	RENT SUBSIDY	1,220.00 *
607560	LE, NGAT THI	RENT SUBSIDY	4,676.00 *
607561	LE, NGHIA V	RENT SUBSIDY	1,409.00 *
607562	LE, NGOC-MAI T	RENT SUBSIDY	1,353.00 *
607563	LE, PHU THI NOC	RENT SUBSIDY	777.00 *
607564	LE, RICHARD TUANANH	RENT SUBSIDY	1,884.00 *
607565	LE, TINA M	RENT SUBSIDY	840.00 *
607566	LE, TOAN Q	RENT SUBSIDY	1,186.00 *

PAGE TOTAL FOR "*" LINES = 29,960.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607567	LE, TRACEY	RENT SUBSIDY	1,137.00 *
607568	LE, TRUNG ANH	RENT SUBSIDY	675.00 *
607569	LE, VIET Q.	RENT SUBSIDY	988.00 *
607570	LE, YENNHI	RENT SUBSIDY	1,979.00 *
607571	LE, ANH NGOC	RENT SUBSIDY	693.00 *
607572	LE, BAO GIA	RENT SUBSIDY	866.00 *
607573	LE, KIM Q	RENT SUBSIDY	1,048.00 *
607574	LE, XAN NGOC	RENT SUBSIDY	947.00 *
607575	LE-MUNZER, HOABINH	RENT SUBSIDY	961.00 *
607576	LEE, DAVID OR TRINH	RENT SUBSIDY	1,035.00 *
607577	LEE, JANET	RENT SUBSIDY	2,969.00 *
607578	LIAO, ALICE	RENT SUBSIDY	1,094.00 *
607579	LIAO, ALICE	RENT SUBSIDY	1,890.00 *
607580	LIM, HONG S	RENT SUBSIDY	1,683.00 *
607581	LIN, DAVID	RENT SUBSIDY	2,050.00 *
607582	LOS CABALLEROS REAL ESTATE &FS	RENT SUBSIDY	1,313.00 *
607583	LOUIE, CINDY W	RENT SUBSIDY	837.00 *
607584	LUONG, TRA THI-PHUONG	RENT SUBSIDY	1,516.00 *
607585	LY, PHUOC VINH	RENT SUBSIDY	1,108.00 *
607586	LY, THANH	RENT SUBSIDY	1,678.00 *
607587	LY, TUYEN X	RENT SUBSIDY	1,555.00 *
607588	MACDONALD, WILLIAM T	RENT SUBSIDY	4,096.00 *

PAGE TOTAL FOR "*" LINES = 32,118.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607589	MADJE-STAMPER PATRICIA A MADJE	RENT SUBSIDY	2,692.00 *
607590	MAGIC LAMP MOBILE HOME PARK	RENT SUBSIDY	1,417.00 *
607591	MAGNOLIA PLAZA	RENT SUBSIDY	1,220.00 *
607592	MAH, LARRY	RENT SUBSIDY	822.00 *
607593	MAI, ANN N	RENT SUBSIDY	2,273.00 *
607594	MAI, FRANK	RENT SUBSIDY	1,854.00 *
607595	MAI-NGUYEN, HANH T	RENT SUBSIDY	1,025.00 *
607596	MAMMEN, TERRY	RENT SUBSIDY	4,002.00 *
607597	MANDELBAUM,URI C/O REAL ESTATE ESTABLISHMENT	RENT SUBSIDY	636.00 *
607598	MANNIL,SUPUNNEE	RENT SUBSIDY	1,116.00 *
607599	MARIPOSA PROPERTIES	RENT SUBSIDY	843.00 *
607600	MARQUIS APTS, LLC C/O BEACH FRONT PROP. MGMT INC	RENT SUBSIDY	3,263.00 *
607601	MARTIN, MARILYN C/O ADVANTAGE PROPERTY MGMT	RENT SUBSIDY	1,674.00 *
607602	MAX & MIN PROPERTIES, LLC C/O AMPAC MANAGEMENT GROUP,INC	RENT SUBSIDY	3,352.00 *
607603	MAYER, LEOPOLD	RENT SUBSIDY	1,515.00 *
607604	MAYFIELD II,ARTHUR	RENT SUBSIDY	1,814.00 *
607605	MAZENKO, FRANCINE	RENT SUBSIDY	1,003.00 *
607606	MC GOFF, JOHN	RENT SUBSIDY	1,061.00 *
607607	MCCARTHY, CAMILLE D	RENT SUBSIDY	968.00 *
607608	MCCOWN,A R	RENT SUBSIDY	1,187.00 *
607609	MEAGHER,ELMER	RENT SUBSIDY	1,744.00 *
607610	MERCY HOUSING CA XXVIII, LP	RENT SUBSIDY	1,073.00 *

PAGE TOTAL FOR "*" LINES = 36,554.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607611	METRO WEST HOUSING SOLUTIONS	RENT SUBSIDY	876.21 *
607612	MEYSENBURG, MAURICE F.	RENT SUBSIDY	902.00 *
607613	MICKEY LESTER TRUST B	RENT SUBSIDY	2,131.00 *
607614	MIDWAY CAPITAL PARTNERS	RENT SUBSIDY	913.00 *
607615	MILLER, RONALD	RENT SUBSIDY	1,087.00 *
607616	MINNEAPOLIS PUBLIC HA	RENT SUBSIDY	1,273.82 *
607617	MIRACLE MILE PROPERTIES, LP	RENT SUBSIDY	1,260.00 *
607618	MITTAL, MARK	RENT SUBSIDY	792.00 *
607619	MIYAMOTO, JEAN C/O. MONTEREY PROPERTY	RENT SUBSIDY	538.00 *
607620	MOHLER, BYRON OR CHRISTINE COY - MANAGER	RENT SUBSIDY	969.00 *
607621	MONARCH POINTE	RENT SUBSIDY	949.00 *
607622	MONARK, LP	RENT SUBSIDY	1,279.00 *
607623	MONTEBELLO, ANTHONY	RENT SUBSIDY	907.00 *
607624	MONTECITO VISTA APT HOMES	RENT SUBSIDY	1,196.00 *
607625	MY MONTECITO	RENT SUBSIDY	514.00 *
607626	NEW HORIZONVIEW, LLC	RENT SUBSIDY	1,949.00 *
607627	NEW KENYON APARTMENTS LLC	RENT SUBSIDY	1,935.00 *
607628	NGHIEM, DANIEL	RENT SUBSIDY	10,314.00 *
607629	NGHIEM, THANH XUAN	RENT SUBSIDY	1,950.00 *
607630	NGO, ANDREW	RENT SUBSIDY	427.00 *
607631	NGO, DANNY	RENT SUBSIDY	1,049.00 *
607632	NGO, HONG DIEP LE	RENT SUBSIDY	943.00 *

PAGE TOTAL FOR "*" LINES = 34,154.03

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607633	NGO, KIM	RENT SUBSIDY	878.00 *
607634	NGO, MARY	RENT SUBSIDY	4,644.00 *
607635	NGO, MIMI T	RENT SUBSIDY	1,156.00 *
607636	NGO, NANCY DINH	RENT SUBSIDY	939.00 *
607637	NGO, HOA KIM	RENT SUBSIDY	1,218.00 *
607638	NGUYEN, AN	RENT SUBSIDY	1,226.00 *
607639	NGUYEN, AN KIM	RENT SUBSIDY	911.00 *
607640	NGUYEN, ANH	RENT SUBSIDY	862.00 *
607641	NGUYEN, ANH-DAO	RENT SUBSIDY	883.00 *
607642	NGUYEN, ANTHONY	RENT SUBSIDY	1,034.00 *
607643	NGUYEN, BACH THI	RENT SUBSIDY	993.00 *
607644	NGUYEN, BICHLE T	RENT SUBSIDY	3,894.00 *
607645	NGUYEN, BINH NGOC	RENT SUBSIDY	1,615.00 *
607646	NGUYEN, BRYAN	RENT SUBSIDY	1,710.00 *
607647	NGUYEN, CHARLIE	RENT SUBSIDY	856.00 *
607648	NGUYEN, CHRISTOPHER	RENT SUBSIDY	1,260.00 *
607649	NGUYEN, CUONG	RENT SUBSIDY	1,906.00 *
607650	NGUYEN, D DUY MD	RENT SUBSIDY	986.00 *
607651	NGUYEN, FRANK M	RENT SUBSIDY	1,473.00 *
607652	NGUYEN, HANH V	RENT SUBSIDY	1,398.00 *
607653	NGUYEN, HOA THI	RENT SUBSIDY	1,192.00 *
607654	NGUYEN, HOC VAN	RENT SUBSIDY	3,030.00 *

PAGE TOTAL FOR "*" LINES = 34,064.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607655	NGUYEN, HUNG	RENT SUBSIDY	504.00 *
607656	NGUYEN, HUNG	RENT SUBSIDY	1,600.00 *
607657	NGUYEN, HUNG H	RENT SUBSIDY	1,867.00 *
607658	NGUYEN, HUNG THANH	RENT SUBSIDY	544.00 *
607659	NGUYEN, HUNG X	RENT SUBSIDY	1,671.00 *
607660	NGUYEN, JOHNATHON	RENT SUBSIDY	1,064.00 *
607661	NGUYEN, KHAI HUE	RENT SUBSIDY	747.00 *
607662	NGUYEN, KHANH DANG	RENT SUBSIDY	714.00 *
607663	NGUYEN, KHOI	RENT SUBSIDY	1,495.00 *
607664	NGUYEN, LE THUY	RENT SUBSIDY	1,101.00 *
607665	NGUYEN, LOAN THANH	RENT SUBSIDY	947.00 *
607666	NGUYEN, MICHELLE M	RENT SUBSIDY	1,936.00 *
607667	NGUYEN, MY THI	RENT SUBSIDY	876.00 *
607668	NGUYEN, NGHIA	RENT SUBSIDY	1,394.00 *
607669	NGUYEN, NGHIA H	RENT SUBSIDY	451.00 *
607670	NGUYEN, NHUT THI	RENT SUBSIDY	731.00 *
607671	NGUYEN, NICOLE U	RENT SUBSIDY	645.00 *
607672	NGUYEN, PETER L OR MAI, HAI T. C/O 999 INVESTMENT REALTY,	INRENT SUBSIDY	997.00 *
607673	NGUYEN, QUANG M	RENT SUBSIDY	1,152.00 *
607674	NGUYEN, ROBERT B	RENT SUBSIDY	1,150.00 *
607675	NGUYEN, SON DINH	RENT SUBSIDY	1,161.00 *
607676	NGUYEN, STEVE	RENT SUBSIDY	1,162.00 *

PAGE TOTAL FOR "*" LINES = 23,909.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607677	NGUYEN, STEVEN	RENT SUBSIDY	811.00 *
607678	NGUYEN, STEVEN	RENT SUBSIDY	2,093.00 *
607679	NGUYEN, STEVENS	RENT SUBSIDY	1,831.00 *
607680	NGUYEN, TAM N	RENT SUBSIDY	1,028.00 *
607681	NGUYEN, TAN QUAN	RENT SUBSIDY	1,039.00 *
607682	NGUYEN, THANH VAN C/O WESTERN INTERNATIONAL PROP	RENT SUBSIDY	2,979.00 *
607683	NGUYEN, THANH-NHAN	RENT SUBSIDY	1,532.00 *
607684	NGUYEN, THIEN THI	RENT SUBSIDY	1,232.00 *
607685	NGUYEN, THOMAS	RENT SUBSIDY	1,500.00 *
607686	NGUYEN, THU-ANH	RENT SUBSIDY	1,773.00 *
607687	NGUYEN, THUYHUONG THI	RENT SUBSIDY	971.00 *
607688	NGUYEN, TIENG KIM	RENT SUBSIDY	1,598.00 *
607689	NGUYEN, TIMMY	RENT SUBSIDY	391.00 *
607690	NGUYEN, TOMMY	RENT SUBSIDY	1,620.00 *
607691	NGUYEN, TRACY TRUC	RENT SUBSIDY	823.00 *
607692	NGUYEN, TU THANH	RENT SUBSIDY	1,398.00 *
607693	NGUYEN, TUAN NGOC	RENT SUBSIDY	1,732.00 *
607694	NGUYEN, TUNG XUAN	RENT SUBSIDY	1,341.00 *
607695	NGUYEN, TUYET TRINH	RENT SUBSIDY	1,063.00 *
607696	NGUYEN, TUYET TRINH	RENT SUBSIDY	1,115.00 *
607697	NGUYEN, VAN	RENT SUBSIDY	566.00 *
607698	NGUYEN, VAN HUY	RENT SUBSIDY	1,642.00 *

PAGE TOTAL FOR "*" LINES = 30,078.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607699	NGUYEN, VU	RENT SUBSIDY	1,179.00 *
607700	NGUYEN, CANG	RENT SUBSIDY	1,019.00 *
607701	NGUYEN, CUONG CHI	RENT SUBSIDY	3,061.00 *
607702	NGUYEN, HAN	RENT SUBSIDY	662.00 *
607703	NGUYEN, HUYEN T.T.	RENT SUBSIDY	3,229.00 *
607704	NGUYEN, LAN-NGOC	RENT SUBSIDY	1,149.00 *
607705	NGUYEN, LANI LAN T	RENT SUBSIDY	884.00 *
607706	NGUYEN, LEYNA T	RENT SUBSIDY	1,026.00 *
607707	NGUYEN, MICHELLE	RENT SUBSIDY	2,663.00 *
607708	NGUYEN, NICOLE UYEN	RENT SUBSIDY	1,328.00 *
607709	NGUYEN, PAUL	RENT SUBSIDY	1,215.00 *
607710	NGUYEN, PAULINE KIMPHUNG	RENT SUBSIDY	1,103.00 *
607711	NGUYEN, SHERRY LIEU	RENT SUBSIDY	1,539.00 *
607712	NGUYEN, TAM THUY	RENT SUBSIDY	928.00 *
607713	NGUYEN, THANH	RENT SUBSIDY	3,892.00 *
607714	NGUYEN, THANH-NGHIA	RENT SUBSIDY	468.00 *
607715	NGUYEN, THANH-TUYEN	RENT SUBSIDY	1,121.00 *
607716	NGUYEN, TIM C/O PARK PACIFIC	RENT SUBSIDY	481.00 *
607717	NGUYEN, TON SANH	RENT SUBSIDY	587.00 *
607718	NGUYEN, TRACY	RENT SUBSIDY	1,500.00 *
607719	NGUYEN, TUNG	RENT SUBSIDY	2,083.00 *
607720	NGUYEN, WIN	RENT SUBSIDY	1,037.00 *

PAGE TOTAL FOR "*" LINES = 32,154.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607721	NGUYEN,XUAN YEN	RENT SUBSIDY	873.00 *
607722	NGUYEN-TU,THUY-TIEN	RENT SUBSIDY	2,110.00 *
607723	NHAN, VU	RENT SUBSIDY	1,360.00 *
607724	NLL INVESTMENTS	RENT SUBSIDY	760.00 *
607725	NORMANDY APARTMENTS, LLC	RENT SUBSIDY	1,018.00 *
607726	NORTHWOOD PLACE	RENT SUBSIDY	4,700.00 *
607727	OLSEN, MARIEL J	RENT SUBSIDY	1,213.00 *
607728	ORANGE COUNTY COMMUNITY HOUSING CORP	RENT SUBSIDY	22,381.00 *
607729	ORANGE TREE APTS-RENTAL OFFICE	RENT SUBSIDY	14,224.00 *
607730	OZAKI,SUIKO	RENT SUBSIDY	837.00 *
607731	PAHU, BRADRAKUMAR L	RENT SUBSIDY	762.00 *
607732	PALM VISTA APTS - RENTAL OFFICE -	RENT SUBSIDY	1,010.00 *
607733	PALMYRA SENIOR APARTMENTS	RENT SUBSIDY	855.00 *
607734	PARISIAN APT C/O DALJIT SARKARIA	RENT SUBSIDY	1,140.00 *
607735	PARK RIDGE APARTMENTS	RENT SUBSIDY	971.00 *
607736	PARK, JIN	RENT SUBSIDY	1,221.00 *
607737	PARK,CHONG PIL	RENT SUBSIDY	1,007.00 *
607738	PATEL, SMITA DIPAK	RENT SUBSIDY	1,112.00 *
607739	PATTUMMADITH, SUWAPANG	RENT SUBSIDY	1,070.00 *
607740	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	RENT SUBSIDY	1,212.00 *
607741	PHAM, BINH Q	RENT SUBSIDY	1,195.00 *
607742	PHAM, CAROLINE	RENT SUBSIDY	763.00 *

PAGE TOTAL FOR "*" LINES = 61,794.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607743	PHAM, CHAU N.	RENT SUBSIDY	1,001.00 *
607744	PHAM, CHIEN DINH	RENT SUBSIDY	1,299.00 *
607745	PHAM, DAVID DUNG	RENT SUBSIDY	1,447.00 *
607746	PHAM, DUNG TIEN	RENT SUBSIDY	1,397.00 *
607747	PHAM, HOANG	RENT SUBSIDY	2,314.00 *
607748	PHAM, LIEN	RENT SUBSIDY	977.00 *
607749	PHAM, MINH VAN	RENT SUBSIDY	994.00 *
607750	PHAM, NGHIA	RENT SUBSIDY	1,045.00 *
607751	PHAM, QUANG DUY	RENT SUBSIDY	1,773.00 *
607752	PHAM, QUYEN	RENT SUBSIDY	758.00 *
607753	PHAM, QUYNH GIAO	RENT SUBSIDY	1,206.00 *
607754	PHAM, RICHARD	RENT SUBSIDY	515.00 *
607755	PHAM, TAP VAN	RENT SUBSIDY	621.00 *
607756	PHAM, THUY T T	RENT SUBSIDY	1,353.00 *
607757	PHAM, TIM	RENT SUBSIDY	2,383.00 *
607758	PHAM, TUAN A.	RENT SUBSIDY	1,113.00 *
607759	PHAM, TUNG	RENT SUBSIDY	1,161.00 *
607760	PHAM, VAN LOAN THI	RENT SUBSIDY	908.00 *
607761	PHAM, VANTHI	RENT SUBSIDY	1,437.00 *
607762	PHAM, VU	RENT SUBSIDY	1,039.00 *
607763	PHAM, XUANNHA T	RENT SUBSIDY	980.00 *
607764	PHAM, HELEN	RENT SUBSIDY	928.00 *

PAGE TOTAL FOR "*" LINES = 26,649.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607765	PHAM, KHANG	RENT SUBSIDY	993.00 *
607766	PHAM, LOAN ANH THI	RENT SUBSIDY	935.00 *
607767	PHAN, BRIAN HAI NGOC	RENT SUBSIDY	220.00 *
607768	PHAN, TAMMY	RENT SUBSIDY	1,181.00 *
607769	PHAN, VIVIAN	RENT SUBSIDY	993.00 *
607770	PHAN, DON	RENT SUBSIDY	1,275.00 *
607771	PHAN, THUY-TIEN	RENT SUBSIDY	855.00 *
607772	PHUNG, THICH VAN	RENT SUBSIDY	1,290.00 *
607773	PINCEK, DAVID C/O ORANGE COUNTY PROP MGMT	RENT SUBSIDY	822.00 *
607774	PINEMEADOWS APARTMENTS	RENT SUBSIDY	1,139.00 *
607775	PLYMOUTH HRA	RENT SUBSIDY	728.63 *
607776	POKAL, SAILESH C/O HUNTINGTON WEST PROPERTIES	RENT SUBSIDY	767.00 *
607777	PORTILLO, OSCAR OR ANISA	RENT SUBSIDY	1,078.00 *
607778	POWELL, LEO OR DEBORAH	RENT SUBSIDY	2,891.00 *
607779	PP TT, LLC	RENT SUBSIDY	1,882.00 *
607780	PRINCE NEW HORIZON VILLAGE	RENT SUBSIDY	1,296.00 *
607781	QUACH, SAN T	RENT SUBSIDY	776.00 *
607782	QUAN, DERRICK WILLIAM	RENT SUBSIDY	1,358.00 *
607783	QUAN, VAN-LAN	RENT SUBSIDY	1,860.00 *
607784	RAMIREZ, RAYMOND	RENT SUBSIDY	1,248.00 *
607785	RANCHO ALISAL	RENT SUBSIDY	2,984.00 *
607786	RANCHO TIERRA APARTMENTS	RENT SUBSIDY	1,709.00 *

PAGE TOTAL FOR "*" LINES = 28,280.63

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607787	RATANJEE, D M	RENT SUBSIDY	1,648.00 *
607788	RAYMOND AND LYNN RUAIS	RENT SUBSIDY	609.00 *
607789	REO INTERNATIONAL CORPORATION	RENT SUBSIDY	1,117.00 *
607790	ROANOKE INC	RENT SUBSIDY	1,150.00 *
607791	ROBERTA APTS LP	RENT SUBSIDY	1,010.00 *
607792	ROCEL PROPERTIES MGMT INC	RENT SUBSIDY	1,029.00 *
607793	RUSSO & DUCKWORTH, LLP IOLTA	RENT SUBSIDY	3,539.00 *
607794	SABUNJIAN, MIHRAN	RENT SUBSIDY	4,888.00 *
607795	SALSOL PROPERTIES, LLC	RENT SUBSIDY	1,406.00 *
607796	SAN BERNARDINO HOUSING AUTH	RENT SUBSIDY	974.53 *
607797	SAN DIEGO HOUSING COMMISSION	RENT SUBSIDY	933.78 *
607798	SAN LEON	RENT SUBSIDY	1,713.00 *
607799	SAN MARCO APTS	RENT SUBSIDY	559.00 *
607800	SAN MARINO VILLAS APTS	RENT SUBSIDY	758.00 *
607801	SARGENT, PAT	RENT SUBSIDY	1,025.00 *
607802	SCHLEIFER, JILL ANN C/O ORANGE COUNTY PROP MGMT INC.	RENT SUBSIDY	1,917.00 *
607803	SCHWERMANN, CELESTE	RENT SUBSIDY	1,474.00 *
607804	SCOTT G JOE C/O VP PROPERTY MANAGEMENT	RENT SUBSIDY	1,060.00 *
607805	SERRANO WOODS, LP	RENT SUBSIDY	684.00 *
607806	SHREEVES PROPERTIES, LLC C/O ORANGE COUNTY PROP MGMT	RENT SUBSIDY	5,217.00 *
607807	SIGEL, IRV D C/O GERARD PROPERTIES	RENT SUBSIDY	810.00 *
607808	SILO NORTHEAST, LLC	RENT SUBSIDY	1,999.00 *

PAGE TOTAL FOR "*" LINES = 35,520.31

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607809	SILVERSTEIN, MARILYN	RENT SUBSIDY	850.00 *
607810	SKEOCH, JAMES C/O CASA BONITA	RENT SUBSIDY	313.00 *
607811	SPRINGSIDE, LLC	RENT SUBSIDY	4,038.00 *
607812	STANTON GROUP THREE, LLC	RENT SUBSIDY	1,960.00 *
607813	STEWART PROPERTIES	RENT SUBSIDY	777.00 *
607814-607815	VOID WARRANTS		
607816	SUMAC APARTMENT LLC	RENT SUBSIDY	710.00 *
607817	SUNNYGATE, LLC	RENT SUBSIDY	1,911.00 *
607818	SUNRISE APARTMENTS	RENT SUBSIDY	949.00 *
607819	TA, DAVID	RENT SUBSIDY	364.00 *
607820	TA, THAI T.	RENT SUBSIDY	2,071.00 *
607821	TAHAMI, ALI	RENT SUBSIDY	1,492.00 *
607822	TALLEN, LLC	RENT SUBSIDY	2,922.00 *
607823	TAMERLANE APARTMENTS	RENT SUBSIDY	1,801.00 *
607824	TAMERLANE ASSOCIATES LLC C/O MPMS INC	RENT SUBSIDY	2,058.00 *
607825	TANG, KIM VAN	RENT SUBSIDY	1,685.00 *
607826	TERESINA APARTMENTS	RENT SUBSIDY	1,055.00 *
607827	THACH, HENRY	RENT SUBSIDY	1,769.00 *
607828	THE CORINTHIAN APARTMENTS	RENT SUBSIDY	821.00 *
607829	THE ENTRUST GRUOP INC. FBO TOM TUONG QUOC LE IRA#36-10690	RENT SUBSIDY	162.00 *
607830	THE FLORENTINE APTS	RENT SUBSIDY	1,687.00 *
607831	THE HUNTINGTON WESTMINSTER	RENT SUBSIDY	7,814.00 *

PAGE TOTAL FOR "*" LINES = 37,209.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607832	THE KNOLLS	RENT SUBSIDY	91.00 *
607833	THE MEDITERRANEAN APTS	RENT SUBSIDY	872.00 *
607834	THE ROSE GARDEN APTS	RENT SUBSIDY	5,043.00 *
607835	THOMSON EQUITIES	RENT SUBSIDY	860.00 *
607836	THOMSON EQUITIES C/O BILL MAC DONALD	RENT SUBSIDY	2,461.00 *
607837	TLHA PALM LLC	RENT SUBSIDY	1,696.00 *
607838	TOPADVANCED, LLC	RENT SUBSIDY	3,087.00 *
607839	TRAN, ANDREW	RENT SUBSIDY	1,171.00 *
607840	TRAN, ANDREW	RENT SUBSIDY	2,875.00 *
607841	TRAN, ANH TUYET T	RENT SUBSIDY	1,041.00 *
607842	TRAN, ANNIE N	RENT SUBSIDY	800.00 *
607843	TRAN, BAC	RENT SUBSIDY	1,229.00 *
607844	TRAN, CATHY	RENT SUBSIDY	990.00 *
607845	TRAN, EDWARD T	RENT SUBSIDY	806.00 *
607846	TRAN, FREDERICK M	RENT SUBSIDY	1,179.00 *
607847	TRAN, HIEP OR TRAN, JACLYN	RENT SUBSIDY	3,415.00 *
607848	TRAN, HO VAN	RENT SUBSIDY	4,537.00 *
607849	TRAN, HOA THU	RENT SUBSIDY	1,151.00 *
607850	TRAN, HUNG QUOC	RENT SUBSIDY	865.00 *
607851	TRAN, JIM DUC	RENT SUBSIDY	1,388.00 *
607852	TRAN, JOHN D.	RENT SUBSIDY	1,137.00 *
607853	TRAN, JOSEPH QUANG	RENT SUBSIDY	696.00 *

PAGE TOTAL FOR "*" LINES = 37,390.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607854	TRAN, JULIE	RENT SUBSIDY	1,873.00 *
607855	TRAN, KEVIN THANH	RENT SUBSIDY	863.00 *
607856	TRAN, KIM	RENT SUBSIDY	1,722.00 *
607857	TRAN, KIM VAN	RENT SUBSIDY	1,171.00 *
607858	TRAN, LINDA L	RENT SUBSIDY	1,224.00 *
607859	TRAN, LUCIA THUY	RENT SUBSIDY	753.00 *
607860	TRAN, MY T	RENT SUBSIDY	809.00 *
607861	TRAN, NGOCLAN THI	RENT SUBSIDY	1,369.00 *
607862	TRAN, NHUT NGUYEN	RENT SUBSIDY	1,813.00 *
607863	TRAN, SHELLY	RENT SUBSIDY	890.00 *
607864	TRAN, TAM MINH	RENT SUBSIDY	1,263.00 *
607865	TRAN, TAN MANH	RENT SUBSIDY	1,025.00 *
607866	TRAN, THERESA T	RENT SUBSIDY	482.00 *
607867	TRAN, THU-HA	RENT SUBSIDY	1,388.00 *
607868	TRAN, THUY T	RENT SUBSIDY	1,654.00 *
607869	TRAN, TIEN	RENT SUBSIDY	748.00 *
607870	TRAN, TIM	RENT SUBSIDY	869.00 *
607871	TRAN, TRI	RENT SUBSIDY	1,563.00 *
607872	TRAN, TUNG	RENT SUBSIDY	1,224.00 *
607873	TRAN, VAN	RENT SUBSIDY	777.00 *
607874	TRAN,HAU	RENT SUBSIDY	901.00 *
607875	TRAN-NGUYEN, LIEN KIM	RENT SUBSIDY	872.00 *

PAGE TOTAL FOR "*" LINES = 25,253.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607876	TRG FULLERTON AFFORDABLE LP / VENTANA APARTMENTS	RENT SUBSIDY	687.00 *
607877	TRIEU, HONG QUANG C/O HAI THANH TA	RENT SUBSIDY	871.00 *
607878	TRINH, HAI	RENT SUBSIDY	1,584.00 *
607879	TRINH, KATHLEEN	RENT SUBSIDY	949.00 *
607880	TRINH, THANH-MAI	RENT SUBSIDY	1,525.00 *
607881	TRINH, TUAN	RENT SUBSIDY	752.00 *
607882	TRUONG, BAY LE	RENT SUBSIDY	1,286.00 *
607883	TRUONG, DUNG T	RENT SUBSIDY	77.00 *
607884	TRUONG, THUAN BICH	RENT SUBSIDY	894.00 *
607885	TRUONG, THUAN BICH	RENT SUBSIDY	2,499.00 *
607886	TRUONG, QUYEN MY	RENT SUBSIDY	1,108.00 *
607887	TRUONG, SON BICH	RENT SUBSIDY	1,348.00 *
607888	TSAU, LI-CHIN	RENT SUBSIDY	2,024.00 *
607889	TU BI THIEN TAM	RENT SUBSIDY	837.00 *
607890-607891	VOID WARRANTS		
607892	TUDOR GROVE C/O GOLDEN REMCO INC	RENT SUBSIDY	59,926.00 *
607893	TURI, ANGELO S	RENT SUBSIDY	2,309.00 *
607894	TUSTIN SOUTHERN APTS - OFFICE	RENT SUBSIDY	1,277.00 *
607895	V & M RASMUSSEN PROPERTIES, LLC	RENT SUBSIDY	696.00 *
607896	V.N. TIWARI & S. TIWARI AS TRUSTEES OF KASHI TRUST	RENT SUBSIDY	11,730.00 *
607897	VAN, KEITH KY THANH	RENT SUBSIDY	715.00 *
607898	VAN, MINH XUONG c/o KEVIN VAN	RENT SUBSIDY	735.00 *

PAGE TOTAL FOR "*" LINES = 93,829.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607899	VAZQUEZ,ARTURO ENRIQUEZ	RENT SUBSIDY	1,259.00 *
607900	VERSAILLES APTS	RENT SUBSIDY	3,273.00 *
607901	VIEN, DAVID	RENT SUBSIDY	633.00 *
607902	VILLA CAPRI ESTATES	RENT SUBSIDY	478.00 *
607903	VILLA, ROSENDO AND/OR ENEDINA	RENT SUBSIDY	1,189.00 *
607904	VILLAGE PROPERTY MGMT	RENT SUBSIDY	12,046.00 *
607905	VILLAGE PROPERTY MGMT	RENT SUBSIDY	924.00 *
607906	VINH,THUA	RENT SUBSIDY	305.00 *
607907	VIRAMONTES, ARTHUR E	RENT SUBSIDY	770.00 *
607908	VISTA DEL SOL APTS	RENT SUBSIDY	934.00 *
607909	VO, CUONG B GALERIA PASEOS MALL	RENT SUBSIDY	999.00 *
607910	VO, DANNY	RENT SUBSIDY	507.00 *
607911	VO, KHANH MAI	RENT SUBSIDY	4,563.00 *
607912	VO, KIMCHI	RENT SUBSIDY	1,645.00 *
607913	VO, LAN KHAI THI	RENT SUBSIDY	1,108.00 *
607914	VO, LE	RENT SUBSIDY	1,900.00 *
607915	VO, NAM T	RENT SUBSIDY	485.00 *
607916	VO, TIN TRUNG	RENT SUBSIDY	834.00 *
607917	VOLE, TINA NGA	RENT SUBSIDY	693.00 *
607918	VONG, LONG	RENT SUBSIDY	1,068.00 *
607919	VPM MANAGEMENT	RENT SUBSIDY	843.00 *
607920	VU, DAVID	RENT SUBSIDY	630.00 *

PAGE TOTAL FOR "*" LINES = 37,086.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607921	VU, HUY HOANG	RENT SUBSIDY	1,163.00 *
607922	VU, LEO M	RENT SUBSIDY	1,745.00 *
607923	VU, LONG DUC	RENT SUBSIDY	846.00 *
607924	VU, MARY ANN	RENT SUBSIDY	686.00 *
607925	VU, NAM H	RENT SUBSIDY	842.00 *
607926	VU, TAM	RENT SUBSIDY	1,081.00 *
607927	VU, TAN DUY	RENT SUBSIDY	1,317.00 *
607928	VU, THAI	RENT SUBSIDY	1,293.00 *
607929	VU, DANNY	RENT SUBSIDY	548.00 *
607930	WALDEN APTS	RENT SUBSIDY	3,561.00 *
607931	WALDEN GLEN APTS	RENT SUBSIDY	661.00 *
607932	WASHINGTON COUNTY HRA	RENT SUBSIDY	1,057.63 *
607933	WEGENER, STELLA	RENT SUBSIDY	867.00 *
607934	WEI, FRANCIS	RENT SUBSIDY	961.00 *
607935	WEISER, IRVING	RENT SUBSIDY	3,857.00 *
607936	WEISSER INVESTMENTS	RENT SUBSIDY	6,905.00 *
607937	WESTCHESTER PARK LP	RENT SUBSIDY	1,245.00 *
607938	WESTLAKE APARTMENTS LLC	RENT SUBSIDY	5,945.00 *
607939	WESTMINSTER HOUSING PARTNER LP	RENT SUBSIDY	6,195.00 *
607940	WESTMINSTER HSG PARTNERS LP	RENT SUBSIDY	1,382.00 *
607941	WICK, CINDY OR ED	RENT SUBSIDY	752.00 *
607942	WILSHIRE CREST	RENT SUBSIDY	1,151.00 *

PAGE TOTAL FOR "*" LINES = 44,060.63

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
607943	WINDMILL APARTMENTS	RENT SUBSIDY	4,921.00 *
607944	WINDSOR TOWNE LP	RENT SUBSIDY	730.00 *
607945	WINDSOR-DAWSON LP	RENT SUBSIDY	6,334.00 *
607946	WINDWOOD KNOLL APARTMENTS	RENT SUBSIDY	2,641.00 *
607947	WONG, THOMAS G.	RENT SUBSIDY	1,395.00 *
607948	WOODBURY SQUARE	RENT SUBSIDY	1,218.00 *
607949	WURZELL, DAVID P.	RENT SUBSIDY	1,588.00 *
607950	YIANG, VINCE	RENT SUBSIDY	1,025.00 *
607951	YOUNG, HENRY H	RENT SUBSIDY	1,032.00 *
607952	ZHAO, GEORGE	RENT SUBSIDY	977.00 *
W607324	13251 NEWLAND LLC C/O ERICA STIDHAM	RENT SUBSIDY	6,579.00 *
W607326	19822 BROOKHURST, LLC	RENT SUBSIDY	2,071.00 *
W607327	2300 W EL SEGUNDO, L.P. C/O SWAMI INT	RENT SUBSIDY	9,060.00 *
W607329	7632 21ST ST LP WESTMINSTER SENIOR APTS	RENT SUBSIDY	3,183.00 *
W607330	ACACIA VILLAGE C/O DOUGLAS HOFER	RENT SUBSIDY	50,033.00 *
W607334	ALLARD APARTMENT, LLC	RENT SUBSIDY	6,707.00 *
W607335	ALTAMIRANO, CHIN MEI CHU	RENT SUBSIDY	3,099.00 *
W607339	AP HIGA-HIGA, LLC	RENT SUBSIDY	5,288.00 *
W607342	AUGUSTA GROUP INVESTMENTS, LLC	RENT SUBSIDY	706.00 *
W607343	AYNEM INVESTMENTS, LP C/O A & M PROP	RENT SUBSIDY	18,535.00 *
W607344	BAKER RANCH AFFORDABLE LP C/O SOLARI ENTERPRISES, INC	RENT SUBSIDY	5,079.00 *
W607347	BERTRAN, JAIME OR MAGALI	RENT SUBSIDY	4,882.00 *

PAGE TOTAL FOR "*" LINES = 137,083.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W607350	BOZARJIAN, RICHARD	RENT SUBSIDY	27,184.00 *
W607354	BUI, BACH	RENT SUBSIDY	1,005.00 *
W607356	BUI, DUNG	RENT SUBSIDY	1,298.00 *
W607357	BUI, KIMBERLY	RENT SUBSIDY	2,170.00 *
W607360	BUI, MONICA	RENT SUBSIDY	2,861.00 *
W607363	BUI, THUAN	RENT SUBSIDY	2,905.00 *
W607364	BUI, TRIET THO-MINH	RENT SUBSIDY	2,773.00 *
W607366	BURLEY, DAVID M C/O PARK PACIFIC	RENT SUBSIDY	1,934.00 *
W607369	CAO, HUONG B	RENT SUBSIDY	818.00 *
W607370	CAO, XUAN	RENT SUBSIDY	8,395.00 *
W607372	CERVANTES JR, ARTEMIO	RENT SUBSIDY	614.00 *
W607373	CHAN, KOU LEAN	RENT SUBSIDY	6,790.00 *
W607375	CHAU, ALICE	RENT SUBSIDY	2,646.00 *
W607377	CHEN, DENNIS KYINSAN	RENT SUBSIDY	2,400.00 *
W607382	CHIANG, LI-YONG	RENT SUBSIDY	13,965.00 *
W607384	CLIFTON, KATHLEEN P	RENT SUBSIDY	852.00 *
W607385	COLACION, KATHY D	RENT SUBSIDY	2,727.00 *
W607387	CONTINENTAL GARDENS APTS	RENT SUBSIDY	26,651.00 *
W607388	COURTYARD APTS	RENT SUBSIDY	1,780.00 *
W607390	CROCKETT, JACK	RENT SUBSIDY	3,503.00 *
W607391	CRUZAT, KERILYN	RENT SUBSIDY	817.00 *
W607392	CURTIS FAMILY TRUST C/O SPURR & ASSOCIATES, INC	RENT SUBSIDY	5,607.00 *

PAGE TOTAL FOR "*" LINES = 119,695.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W607393	DAC,NGHIA HO OR PHAN VE TU	RENT SUBSIDY	2,787.00 *
W607394	DAM, BINH DINH	RENT SUBSIDY	1,659.00 *
W607395	DANG, CHINH VAN	RENT SUBSIDY	922.00 *
W607396	DAO, AILEEN A	RENT SUBSIDY	1,456.00 *
W607397	DAO, TU VAN	RENT SUBSIDY	14,245.00 *
W607402	DINH, KATHLEEN	RENT SUBSIDY	6,011.00 *
W607403	DINH, LONG T	RENT SUBSIDY	1,803.00 *
W607407	DNK PROPERTY LLC	RENT SUBSIDY	12,066.00 *
W607409	DO, HIEN DUC	RENT SUBSIDY	3,169.00 *
W607411	DO, NANCY	RENT SUBSIDY	815.00 *
W607413	DO, THUY THI	RENT SUBSIDY	2,677.00 *
W607414	DO, TINA	RENT SUBSIDY	5,911.00 *
W607415	DOAN, DUNG VAN	RENT SUBSIDY	4,989.00 *
W607418	DONG, MINH TRANG	RENT SUBSIDY	11,816.00 *
W607419	DORADO SENIOR APARTMENTS, LP	RENT SUBSIDY	772.00 *
W607421	DSN INVESTMENT GROUP, LLC	RENT SUBSIDY	8,184.00 *
W607424	DUNNETT, DAVID F	RENT SUBSIDY	3,199.00 *
W607425	DUONG, HONG MANH	RENT SUBSIDY	744.00 *
W607427	DUONG, MINH B	RENT SUBSIDY	4,735.00 *
W607431	DV-DEVELOPMENT &INVESTMENT, LLC	RENT SUBSIDY	2,594.00 *
W607434	EHLE, GERALD	RENT SUBSIDY	863.00 *
W607437	EL RAY PARTNERS, LLC C/O SCHROEDER MANAGEMENT CO.	RENT SUBSIDY	7,392.00 *

PAGE TOTAL FOR "*" LINES = 98,809.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W607439	EMERALD FIELD, LLC	RENT SUBSIDY	5,291.00 *
W607442	ESPARZA, YOLANDA	RENT SUBSIDY	1,079.00 *
W607443	EVERGREEN ESTATE EXPANSION LLC	RENT SUBSIDY	9,678.00 *
W607446	FOREVERGREEN EXPANSION, LLC	RENT SUBSIDY	5,456.00 *
W607448	FRECHTMAN, WILLIAM	RENT SUBSIDY	3,660.00 *
W607451	GARCIA, NORMA OR WILLIAM	RENT SUBSIDY	1,760.00 *
W607452	GARDEN GROVE HOUSING ASSOCIATE	RENT SUBSIDY	7,008.00 *
W607455	GERMAIN, AARON & CASSANDRA	RENT SUBSIDY	1,211.00 *
W607456	GIACALONE, BRIGITTE	RENT SUBSIDY	837.00 *
W607464	GREEN, WILLIAM C/O G REYES	RENT SUBSIDY	1,094.00 *
W607470	GUYUMJYAN, GINA	RENT SUBSIDY	3,777.00 *
W607472	HA, KHIEM Q	RENT SUBSIDY	2,720.00 *
W607473	HAH, CHENG	RENT SUBSIDY	1,842.00 *
W607476	HANSON, CLIFTON & BRENDA	RENT SUBSIDY	2,111.00 *
W607479	HARMONY PARK SR APTS	RENT SUBSIDY	840.00 *
W607480	HAU, STEVEN	RENT SUBSIDY	1,760.00 *
W607481	HELMS, CHARLES	RENT SUBSIDY	731.00 *
W607482	HILLIARD, SHERRY OR RICHARD	RENT SUBSIDY	826.00 *
W607484	HO, HENRY HOI	RENT SUBSIDY	9,487.00 *
W607486	HO, TIM	RENT SUBSIDY	3,033.00 *
W607487	HOANG, KHOI	RENT SUBSIDY	1,994.00 *
W607491	HOANG, LANG	RENT SUBSIDY	837.00 *

PAGE TOTAL FOR "*" LINES = 67,032.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W607493	HOLEY, ELIZABETH	RENT SUBSIDY	959.00 *
W607495	HOMEOWNERS PROPERTIES, LLC	RENT SUBSIDY	2,850.00 *
W607497	HOWELL, ARLENE J	RENT SUBSIDY	3,851.00 *
W607501	HUYNH, DUONG P	RENT SUBSIDY	3,584.00 *
W607502	HUYNH, KELVIN	RENT SUBSIDY	965.00 *
W607503	HUYNH, LOAN	RENT SUBSIDY	1,202.00 *
W607504	HUYNH, MINH T MAI	RENT SUBSIDY	771.00 *
W607507	HUYNH, SCOTT THANH OR LE, KIM DONG T	RENT SUBSIDY	3,799.00 *
W607510	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	RENT SUBSIDY	10,519.00 *
W607511	JACKSON PALMS APARTMENTS, LLC	RENT SUBSIDY	3,409.00 *
W607512	JG & B CORPORATION	RENT SUBSIDY	7,619.00 *
W607513	JOHNSON, NATHAN D.	RENT SUBSIDY	816.00 *
W607515	JTK & ASSOCIATES	RENT SUBSIDY	1,127.00 *
W607516	JUNG SUN NOH C/O CROWN INVESTMENT REALTY	RENT SUBSIDY	8,803.00 *
W607517	K.L.S. ONE LLC	RENT SUBSIDY	971.00 *
W607518	KAY VEE, LLC	RENT SUBSIDY	918.00 *
W607523	KEH, LU-YONG	RENT SUBSIDY	2,797.00 *
W607524	KELLEY, ROBERT	RENT SUBSIDY	3,523.00 *
W607525	KHA, CAM MY	RENT SUBSIDY	4,065.00 *
W607526	KIM, JONG WAN C/O CROWN INVESTMENT REALTY	RENT SUBSIDY	4,210.00 *
W607527	KIM, HARRY H C/O CROWN INV REALTY	RENT SUBSIDY	1,025.00 *
W607531	KLEIN, MARTIN	RENT SUBSIDY	3,907.00 *

PAGE TOTAL FOR "*" LINES = 71,690.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W607537	LAGUNA HILLS TRAVELODGE LLC ATTEN: OFFICE	RENT SUBSIDY	24,246.00 *
W607538	LAKESIDE ASSOCIATION	RENT SUBSIDY	6,560.00 *
W607539	LAM, HAI	RENT SUBSIDY	9,693.00 *
W607540	LAM, DUY M	RENT SUBSIDY	2,801.00 *
W607542	LANDA, SALVADOR	RENT SUBSIDY	868.00 *
W607550	LE, HIEN QUANG	RENT SUBSIDY	965.00 *
W607551	LE, HONG PHUC THI	RENT SUBSIDY	1,662.00 *
W607553	LE, KIM CHI T	RENT SUBSIDY	1,972.00 *
W607555	LE, LY PHUONG	RENT SUBSIDY	964.00 *
W607557	LE, MICHAEL	RENT SUBSIDY	1,712.00 *
W607559	LE, NGAN VAN	RENT SUBSIDY	1,649.00 *
W607562	LE, NGUYEN NHU	RENT SUBSIDY	937.00 *
W607563	LE, PHUONG L. C/O PARK PACIFIC	RENT SUBSIDY	1,076.00 *
W607564	LE, TAN T	RENT SUBSIDY	8,753.00 *
W607568	LE, TRUNG T	RENT SUBSIDY	1,001.00 *
W607575	LEDUC, MONIQUE	RENT SUBSIDY	1,662.00 *
W607577	LEUNG, ROGER	RENT SUBSIDY	3,951.00 *
W607581	LIN, EEL-YU	RENT SUBSIDY	11,547.00 *
W607582	LOTUS PROPERTIES	RENT SUBSIDY	3,891.00 *
W607583	LUONG, ALAN D	RENT SUBSIDY	3,042.00 *
W607584	LUU, XUYEN	RENT SUBSIDY	4,193.00 *
W607585	LY, TAN Q	RENT SUBSIDY	676.00 *

PAGE TOTAL FOR "*" LINES = 93,821.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W607586	LY, TRANH	RENT SUBSIDY	1,565.00 *
W607587	LY, XUAN GRACE LINH	RENT SUBSIDY	2,008.00 *
W607594	MAI, CHUCK	RENT SUBSIDY	5,434.00 *
W607601	MAUREEN APARTMENTS NO.2 LP	RENT SUBSIDY	2,489.00 *
W607608	MCGRATH, GRACE OR GERALD	RENT SUBSIDY	3,551.00 *
W607609	MEAK, MANH	RENT SUBSIDY	1,310.00 *
W607614	MIKE & KATHY LEE LP	RENT SUBSIDY	2,708.00 *
W607619	MLR PROPERTY MANAGEMENT, LLC	RENT SUBSIDY	700.00 *
W607625	N & V DEVELOPMENT, LLC	RENT SUBSIDY	18,434.00 *
W607627	NEW TCNY LLC RETIREMENT PLAN & TRUST	RENT SUBSIDY	3,786.00 *
W607633	NGO, LOC T	RENT SUBSIDY	912.00 *
W607635	NGO, MY TRONG	RENT SUBSIDY	1,228.00 *
W607636	NGO, VINCE K	RENT SUBSIDY	1,129.00 *
W607639	NGUYEN, ANDREW Q	RENT SUBSIDY	3,828.00 *
W607641	NGUYEN, ANNIE	RENT SUBSIDY	1,397.00 *
W607642	NGUYEN, AUNDREY N	RENT SUBSIDY	811.00 *
W607645	NGUYEN, BINH QUOC	RENT SUBSIDY	2,584.00 *
W607646	NGUYEN, CALVIN H	RENT SUBSIDY	863.00 *
W607647	NGUYEN, CHI HUYEN	RENT SUBSIDY	1,533.00 *
W607648	NGUYEN, CHUONG	RENT SUBSIDY	1,193.00 *
W607649	NGUYEN, CUONG C/O LUKE NGUYEN	RENT SUBSIDY	1,715.00 *
W607650	NGUYEN, DOMINIC	RENT SUBSIDY	7,612.00 *

PAGE TOTAL FOR "*" LINES = 66,790.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W607652	NGUYEN, HOA THI	RENT SUBSIDY	6,628.00 *
W607659	NGUYEN, HUONG THY OR PHAM, TIEN D	RENT SUBSIDY	2,120.00 *
W607660	NGUYEN, KENNETH	RENT SUBSIDY	1,183.00 *
W607662	NGUYEN, KHANH VAN	RENT SUBSIDY	1,997.00 *
W607663	NGUYEN, LANIE	RENT SUBSIDY	7,931.00 *
W607664	NGUYEN, LINDA	RENT SUBSIDY	2,362.00 *
W607665	NGUYEN, LYNDIA	RENT SUBSIDY	9,018.00 *
W607666	NGUYEN, MIMI	RENT SUBSIDY	1,131.00 *
W607667	NGUYEN, MYRA D	RENT SUBSIDY	14,067.00 *
W607671	NGUYEN, PETER	RENT SUBSIDY	1,853.00 *
W607672	NGUYEN, PHUONG MY THI	RENT SUBSIDY	9,300.00 *
W607675	NGUYEN, SON HONG	RENT SUBSIDY	1,249.00 *
W607681	NGUYEN, THAI DUC	RENT SUBSIDY	1,844.00 *
W607682	NGUYEN, THANH-LE	RENT SUBSIDY	1,569.00 *
W607684	NGUYEN, THINH QUOC	RENT SUBSIDY	3,060.00 *
W607686	NGUYEN, THUAN C	RENT SUBSIDY	2,723.00 *
W607688	NGUYEN, TIEP	RENT SUBSIDY	1,784.00 *
W607693	NGUYEN, TUNG QUOC	RENT SUBSIDY	1,657.00 *
W607696	NGUYEN, TUYET-LAN T	RENT SUBSIDY	1,895.00 *
W607698	NGUYEN, VANANH & DO, SOAN P	RENT SUBSIDY	1,694.00 *
W607699	NGUYEN, XUAN THI	RENT SUBSIDY	1,363.00 *
W607701	NGUYEN, DUNG VAN	RENT SUBSIDY	3,119.00 *

PAGE TOTAL FOR "*" LINES = 79,547.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W607702	NGUYEN, HUY	RENT SUBSIDY	1,763.00 *
W607703	NGUYEN, LAN PHUONG THI	RENT SUBSIDY	2,345.00 *
W607707	NGUYEN, MINH NGOC	RENT SUBSIDY	1,099.00 *
W607710	NGUYEN, PHAC V & NGUYEN HA T	RENT SUBSIDY	1,844.00 *
W607715	NGUYEN, THINH THI	RENT SUBSIDY	6,392.00 *
W607721	NGUYEN-SHEPARDSON, CAY THI	RENT SUBSIDY	4,298.00 *
W607723	NISHAN MALKASSIAN TRUST C/O LIDO PROPERTY MANAGEMENT	RENT SUBSIDY	1,165.00 *
W607731	PALM ISLAND	RENT SUBSIDY	11,792.00 *
W607734	PARK PLACE APTS LLP	RENT SUBSIDY	3,181.00 *
W607737	PATEL DILIP M	RENT SUBSIDY	5,940.00 *
W607740	PETITE ELISE, LLC	RENT SUBSIDY	6,321.00 *
W607745	PHAM, DAVID LINH	RENT SUBSIDY	1,826.00 *
W607746	PHAM, HIEU	RENT SUBSIDY	1,659.00 *
W607747	PHAM, LAN VAN	RENT SUBSIDY	5,657.00 *
W607748	PHAM, LONG NGOC	RENT SUBSIDY	866.00 *
W607749	PHAM, MINH VAN	RENT SUBSIDY	740.00 *
W607750	PHAM, PHUONG T	RENT SUBSIDY	1,133.00 *
W607754	PHAM, SON THAI	RENT SUBSIDY	1,791.00 *
W607755	PHAM, THANH QUOC	RENT SUBSIDY	2,770.00 *
W607756	PHAM, TIEN M	RENT SUBSIDY	1,163.00 *
W607757	PHAM, TRINH	RENT SUBSIDY	2,518.00 *
W607761	PHAM, VICTOR	RENT SUBSIDY	2,442.00 *

PAGE TOTAL FOR "*" LINES = 68,705.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W607763	PHAM, HAI MINH	RENT SUBSIDY	7,131.00 *
W607766	PHAM, QUANG	RENT SUBSIDY	1,796.00 *
W607767	PHAN, OANH	RENT SUBSIDY	843.00 *
W607768	PHAN, THANH T	RENT SUBSIDY	645.00 *
W607771	PHARN, ART S	RENT SUBSIDY	4,505.00 *
W607773	PINE TREE PROPERTY, LLC	RENT SUBSIDY	2,938.00 *
W607774	PLANO HOUSING AUTHORITY	RENT SUBSIDY	4,158.36 *
W607780	PUGH, RONNIE	RENT SUBSIDY	1,975.00 *
W607783	RAGASOL, EDWARD C/O LIDO PROPERTY MGMT	RENT SUBSIDY	660.00 *
W607787	RAVENWOOD PROPERTIES, LLC	RENT SUBSIDY	1,836.00 *
W607788	REED, ROGER LEE	RENT SUBSIDY	1,941.00 *
W607789	REYES, RAYMOND	RENT SUBSIDY	871.00 *
W607792	ROMO, JULIETA	RENT SUBSIDY	2,195.00 *
W607804	SCULLIN, ALFRED L C/O PARK PACIFIC	RENT SUBSIDY	2,750.00 *
W607808	SILVER COVE APARTMENTS, LP ATTEN: MANAGER OFFICE	RENT SUBSIDY	1,068.00 *
W607809	SINGING TREE	RENT SUBSIDY	2,376.00 *
W607810	SPH ENTERPRISES LLC	RENT SUBSIDY	5,879.00 *
W607813	STIDHAM, ERICA	RENT SUBSIDY	5,371.00 *
W607815	STUART DRIVE/ROSE GARDEN APTS C/O RENTAL OFFICE	RENT SUBSIDY	72,899.00 *
W607816	SUNGROVE SENIOR APTS	RENT SUBSIDY	19,362.00 *
W607818	SUNRISE VILLAGE PROPERTIES, LLC	RENT SUBSIDY	11,826.00 *
W607824	TANG, ENLIANG T	RENT SUBSIDY	1,017.00 *

PAGE TOTAL FOR "*" LINES = 154,042.36

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W607825	TDI WASHINGTON, LLC	RENT SUBSIDY	1,688.00 *
W607827	THE BERNTH FAMILY TRUST	RENT SUBSIDY	4,559.00 *
W607830	THE GROVE SENIOR APARTMENTS	RENT SUBSIDY	27,704.00 *
W607836	TIET, THAO PHUONG	RENT SUBSIDY	3,752.00 *
W607837	TN INVESTMENTS GROUP, LLC	RENT SUBSIDY	56,312.00 *
W607838	TRAN'S APARTMENTS	RENT SUBSIDY	4,929.00 *
W607842	TRAN, ANTON	RENT SUBSIDY	963.00 *
W607843	TRAN, BILLY	RENT SUBSIDY	1,061.00 *
W607844	TRAN, CHUONG V.	RENT SUBSIDY	2,536.00 *
W607846	TRAN, HENRY	RENT SUBSIDY	1,235.00 *
W607848	TRAN, HOA	RENT SUBSIDY	1,184.00 *
W607849	TRAN, HOANG N	RENT SUBSIDY	1,442.00 *
W607850	TRAN, HUYEN N	RENT SUBSIDY	2,177.00 *
W607857	TRAN, LAY THI	RENT SUBSIDY	1,171.00 *
W607858	TRAN, LOC H	RENT SUBSIDY	1,258.00 *
W607859	TRAN, MARY	RENT SUBSIDY	461.00 *
W607860	TRAN, NGOC THI	RENT SUBSIDY	2,114.00 *
W607862	TRAN, RYAN	RENT SUBSIDY	1,349.00 *
W607863	TRAN, SONNY	RENT SUBSIDY	1,984.00 *
W607866	TRAN, THERESA T	RENT SUBSIDY	2,229.00 *
W607867	TRAN, THUY	RENT SUBSIDY	921.00 *
W607871	TRAN, TU	RENT SUBSIDY	4,209.00 *

PAGE TOTAL FOR "*" LINES = 125,238.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W607873	TRAN, DANNY	RENT SUBSIDY	1,988.00 *
W607874	TRAN, THAO DUC	RENT SUBSIDY	3,379.00 *
W607875	TRANG, TOM	RENT SUBSIDY	2,326.00 *
W607877	TRIEU, NANCY	RENT SUBSIDY	1,949.00 *
W607881	TRUONG, ALAN	RENT SUBSIDY	3,213.00 *
W607883	TRUONG, HUE	RENT SUBSIDY	2,517.00 *
W607887	TSAI, CAROLINE	RENT SUBSIDY	4,075.00 *
W607893	TURNBULL, JONATHAN H.	RENT SUBSIDY	657.00 *
W607895	V W PROPERTY	RENT SUBSIDY	3,513.00 *
W607896	VALLEY VIEW SENIOR APTS C/O G & K MGMT CO, INC	RENT SUBSIDY	10,048.00 *
W607898	VAN, XUAN NGA	RENT SUBSIDY	1,273.00 *
W607902	VILLA CHAPMAN APARTMENTS, LLC	RENT SUBSIDY	685.00 *
W607908	VJ SURGICAL, LLC	RENT SUBSIDY	1,426.00 *
W607910	VO, JEFF	RENT SUBSIDY	1,055.00 *
W607914	VO, LOC ANH	RENT SUBSIDY	1,078.00 *
W607918	VORA, NIPA D	RENT SUBSIDY	2,564.00 *
W607919	VU, DAT	RENT SUBSIDY	15,236.00 *
W607920	VU, DEAN	RENT SUBSIDY	2,285.00 *
W607921	VU, KATHY HUONG	RENT SUBSIDY	286.00 *
W607922	VU, LINH DUY	RENT SUBSIDY	1,603.00 *
W607925	VU, NGUYET-THUYEN LE	RENT SUBSIDY	5,650.00 *
W607928	VU, VINCE HUNG	RENT SUBSIDY	5,543.00 *

PAGE TOTAL FOR "*" LINES = 72,349.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W607929	VUONG, PETER H.	RENT SUBSIDY	5,377.00 *
W607931	WANG, SUZY	RENT SUBSIDY	6,568.00 *
W607936	WESSELN, HENRY B	RENT SUBSIDY	980.00 *
W607940	WESTPARK APTS	RENT SUBSIDY	945.00 *
W607946	WONDERFUL IDEA, LLC	RENT SUBSIDY	15,327.00 *
W607949	YAU, DEBBIE C.	RENT SUBSIDY	1,963.00 *
W607951	ZASLAVSKY, ALEXANDER OR EUGENIA	RENT SUBSIDY	3,844.00 *
W607952	ZHOU, JIN	RENT SUBSIDY	689.00 *

PAGE TOTAL FOR "*" LINES = 35,693.00

FINAL TOTAL 2,354,307.83 *

DEMANDS #607325 - 607952 AND DIRECT DEPOSITS W607324 - W607952 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL JULY 1, 2016, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF



KINGSLEY C. OKEREKE - FINANCE DIRECTOR

DIRECT DEPOSITS \$1,168,633.36

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Kathy Bailor
Dept.: City Manager Dept.: City Clerk
Subject: Letter of Resignation from Date: 7/12/2016
 Tanya Tra, Main Street
 Commissioner. (*Action Item*)

Attached is email correspondence from Commissioner Tanya Tra resigning from the Main Street Commission.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resignation email	7/6/2016	Backup Material	Tanya_Tra_email_resignation.pdf

Zimbra

teresap@ci.garden-grove.ca.us

RE: Main St. commission

From : Kathy Bailor <kathyb@zimbra.ci.garden-grove.ca.us>

Tue, Jul 05, 2016 09:33 PM

Subject : RE: Main St. commission

To : Tanya Tra <tanyatra@gmail.com>,
kathyb@ci.garden-grove.ca.us

Cc : Teresa Pomeroy <teresap@ci.garden-grove.ca.us>

Dear Tanya,

Thank you for your service to our community. I will let the .Mayor know.

Sincerely,

Kathy Bailor, CMC
City Clerk
City of Garden Grove

----- Original message -----

From: Tanya Tra <tanyatra@gmail.com>

Date: 07/06/2016 1:47 AM (GMT+01:00)

To: kathyb@ci.garden-grove.ca.us

Cc:

Subject: Main St. commission

Hello Kathy,

I am writing you this email as a formal resignation letter from the Main St. Commission. Due to other commitments I am unable to fulfill my obligations as a commissioner. Thank you for the opportunity the city has afforded to serve the city.

Sincerely,

Tanya Tra

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Kathy Bailor
Dept.: City Manager Dept.: City Clerk
Subject: Ordinance No. 2867 Date: 7/12/2016
presented for second reading
and adoption entitled:

Attached is Ordinance 2867 for second reading and adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ordinance No. 2867	7/5/2016	Ordinance	2867_DA-002- 2016_Tony_Lam_Jennio_Do.pdf

ORDINANCE NO. 2867

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING PROGRAM; AND ADOPTING DEVELOPMENT AGREEMENT NO. DA-002-2016 BETWEEN TONY LAM AND JENNIE DO (DEVELOPERS), AND THE CITY OF GARDEN GROVE

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, pursuant to Resolution No. 5857-16, the Planning Commission, at a Public Hearings held on April 21, 2016, May 5, 2016, and May 19, 2016, recommended approval of Development Agreement No. DA-002-2016 between Tony Lam and Jennie Do and the City of Garden Grove;

WHEREAS, pursuant to a legal notice, a Public Hearing was held by the City Council on June 28, 2016, and all interested persons were given an opportunity to be heard; and

The City Council of the City of Garden Grove does ordain as follows: The City Council of the City of Garden Grove has considered the proposed Mitigated Negative Declaration AND Mitigation Monitoring Program together with comments received during the public review process. The record of proceedings on which the City Council of the City of Garden Grove decision is based is located at the City of Garden Grove, 11222 Acacia Parkway, Garden Grove, California. The custodian of record of proceedings is the Director of Community Development. The City Council of the City of Garden Grove finds on the basis of the whole record before it, including the initial study and comments received, that there is no substantial evidence that the project will have a significant effect on the environment. The City Council further finds that the adoption of the Mitigated Negative Declaration reflects the City Council's independent judgment and analysis. Therefore, the City Council of the City of Garden Grove, in regular session assembled on June 28, 2016, does hereby adopt a Mitigated Negative Declaration and Mitigation Monitoring Program, for land consisting of three properties, two located on the north side of Garden Grove Boulevard, west of Nelson Street and one located contiguous to the north side of the Garden Grove Boulevard properties that fronts on the south side of Pearl Street, west of Nelson Street, at 10641 and 10661 Garden Grove Boulevard and 10662 Pearl Street, Assessor Parcel Nos. 089-092-06, 089-092-25, and 089-092-26 (Collectively, the "Property").

Section 1. A Development Agreement is hereby adopted for Site Plan No. SP-022-2016, Conditional Use Permit No. CUP-065-2016, and Lot Line Adjustment No. LLA-011-2016 for land consisting of three properties, two located on the north side of Garden Grove Boulevard, west of Nelson Street and one located contiguous to the north side of the Garden Grove Boulevard properties that fronts on the south side of Pearl Street, west of Nelson Street, at 10641 and 10661 Garden Grove

Boulevard and 10662 Pearl Street, Assessor Parcel Nos. 089-092-06, 089-092-25, and 089-092-26. A copy of Development Agreement No. DA-002-2016 is on file in the City Clerk's Office.

Section 2. Severability. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words, or portions thereof be declared invalid or unconstitutional.

Section 3. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the ____ day of _____.

ATTEST:

MAYOR

CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, TERESA POMEROY, Deputy City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on June 28, 2016, with a vote as follows:

AYES: COUNCIL MEMBERS: (5) BEARD, BUI, JONES, PHAN, NGUYEN
NOES: COUNCIL MEMBERS: (0) NONE
ABSENT: COUNCIL MEMBERS: (0) NONE

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Kathy Bailor
Dept.: City Manager Dept.: City Clerk
Subject: Ordinance No. 2868 Date: 7/12/2016
presented for second reading
and adoption entitled:

Attached is Ordinance 2868 for second reading and adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ordinance No. 2868	7/1/2016	Ordinance	2868_Paramedic_Tax_FY_16-17.pdf

ORDINANCE NO. 2868

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
ESTABLISHING THE AMOUNT OF MONEY FOR PARAMEDIC SERVICES THAT MUST
BE RAISED BY AN AD VALOREM TAX OVERRIDE AND THE SETTING OF THE TAX
RATE OF SAID OVERRIDE

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES ORDAIN AS
FOLLOWS:

SECTION 1: In June 1974, over sixty percent (60%) of the Garden Grove voters approved an ad valorem tax override to provide emergency medical care service (Paramedic Services) to the community and thereby incurring a debt consisting of personnel and equipment payment obligations.

SECTION 2: Property taxes for indebtedness approved by the voters prior to July 1, 1978, are authorized pursuant to Section 93 of the Revenue and Taxation Code.

SECTION 3: The City Council of the City of Garden Grove hereby declares it is necessary to raise an estimated \$8,799,000 through the use of an ad valorem tax override on the taxable property within the City of Garden Grove to maintain and pay for the emergency medical care services. Such indebtedness to be paid includes personnel salaries, training costs, equipment purchases, and maintenance of all equipment acquired previously for paramedic services purpose.

SECTION 4: The tax rate for the authorized ad valorem tax override as approved by voters of all assessable real and personal property for the Fiscal Year 2016-17 shall be 7.0 cents (\$.070) per one-hundred dollars (\$100) of assessed valuation, using as a basis the value of the property as assessed and equalized by the County of Orange, State of California, and shown on the 2016-17 assessment roll of said county.

SECTION 5: This ordinance shall exclude from Section 4 annexations of assessable, real and personal property to the City of Garden Grove after July 1, 1978, indicated by the listing on the attached document designated Exhibit "A".

SECTION 6: Severability. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words, or portions thereof be declared invalid or unconstitutional.

SECTION 7: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the ____ day of _____.

ATTEST:

MAYOR

CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, TERESA POMEROY, Deputy City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on January 28, 2016, with a vote as follows:

AYES: COUNCIL MEMBERS: (5) BEARD, BUI, JONES, PHAN, NGUYEN
NOES: COUNCIL MEMBERS: (0) NONE
ABSENT: COUNCIL MEMBERS: (0) NONE

EXHIBIT "A"

Listed Annexations Finalized After July 1, 1978 and
Not Subject to Paramedic Tax Override

Annexation No./ Reorganization No.	City Resolution Number	Date Completed
1-78	5573-78	August 8, 1978
2-78	5634-78	October 24, 1978
3-78	5637-78	November 28, 1978
4-78	5670-78	November 30, 1978
5-78	5671-78	November 30, 1978
7-78	5731-79	March 30, 1979
1-79	5813-79	July 30, 1979
141	7875-96	May 29, 1996